



ROWAN COUNTY COMMISSION AGENDA

February 20, 2023 - 6:00 PM

J. Newton Cohen, Sr. Room

J. Newton Cohen, Sr. Rowan County Administration Building

130 West Innes Street, Salisbury, NC 28144

Join from a PC, Mac, iPad, iPhone or Android device:

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Password: 028144

Or join by phone:

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Webinar ID: 976 9368 1450

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Call to Order

Invocation

Pledge of Allegiance

Consider Additions to the Agenda

Consider Deletions From the Agenda

Consider Approval of the Agenda

Consider Approval of the Minutes

Board members are asked to voluntarily inform the Board if any matter on the agenda might present a conflict of interest or might require the member to be excused from voting.

1 Consider Approval of Consent Agenda

- A. Retail Business Services Hangar Exterior Alternation Request
- B. Three Rivers Land Trust Raffle Retail Ticket Outlet
- C. Amendment #2 - Town of Landis
- D. Sign for Airport Fuel Farm

- E. Duke Energy Easement - Hangar Expansion Project
- F. Report of 2022 Delinquent Taxes
- G. Award Airport Parking Lot Bid - Barnes Asphalt Maintenance Inc.
- H. Rowan County Chemical Booster Station - Change Order 6
- I. GRANT APPLICATION: RPL Request to Apply for Robertson Family Foundation 2023 Grant
- J. GRANT APPLICATION: RPL Request to Apply for LSTA Grant Funding
- K. GRANT AGREEMENT: DNCR Non-recurring Grant to Rowan Nature Center (ARPA Grant)
- L. DIRECTED GRANT: Combined Scope of Work for State Grant 20542
- M. DIRECTED GRANT: Revised Funding Request to DEQ for SL 2022-74 Appropriated Projects
- N. Tax Refunds for Approval
- O. FY 23-24 HOME Application
- P. Rowan County Working Ag Lands Plan
- Q. Partial Road Abandonment - Carter Loop Road
- R. Funding Request for Paving at the Animal Shelter
- S. Agenda Addition - Proclamation for Centenarian James Deal
- T. Agenda Addition - Proclamation Honoring Javon Hargrave
- U. Agenda Addition - Drainage Easement on Leonard Road
- V. Agenda Addition - Budget Amendment for Vehicles/fleet nontarget and target costs
- W. Agenda Addition - Revised Sole Source Coast 2 Coast
- X. Agenda Addition - RTS Certifications and Assurances

2 Public Comment Period

- 3 Consider Farm Lease Agreement with Bobby Waller
- 4 Consider Family Subdivision Waiver FSW 01-23
- 5 Consider Proposed Changes to Speedway Business Park Protective Covenants
- 6 Budget Amendments
- 7 Financial Reports
- 8 Closed Session
 - Closed Session
- 9 Adjournment

Individuals with disabilities who need modifications to access the services or public meetings of Rowan County Government may contact the Clerk to the Board of Commissioners three days prior to the meeting by calling (704) 216-8181 or by utilizing the North Carolina relay number at 1-800-735-2962 (English) or 1-888-825-6570 (Spanish). For additional communication options, please consult: <https://relaync.com>.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Sarah Pack, Clerk to the Board
DATE: 02/20/23
SUBJECT: Consider Approval of the Minutes

Please consider approval of the minutes from the following meetings:

- February 6, 2023 Regular Meeting
- February 6, 2023 Special Meeting (Annual Planning Retreat)

ATTACHMENTS:

Description	Upload Date	Type
February 6 Regular Meeting	2/14/2023	Cover Memo
February 6 Annual Planning Retreat	2/14/2023	Cover Memo

Greg Edds, Chairman
Jim Greene, Vice- Chairman
Mike Caskey
Judy Klusman
Craig Pierce



Aaron Church, County Manager
Sarah Pack, Clerk to the Board
John W. Dees, II, County Attorney

Rowan County Board of Commissioners

130 West Innes Street • Salisbury, NC 28144
Telephone 704-216-8181 • Fax 704-216-8195

MINUTES OF THE MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS

February 6, 2023 – 3:00 PM

J. NEWTON COHEN, SR. ROOM

J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING

PRESENT:

Greg Edds, Chairman
Jim Greene, Vice-Chairman
Mike Caskey, Commissioner
Judy Klusman, Commissioner

ABSENT:

Craig Pierce, Commissioner

County Manager Aaron Church, Clerk to the Board Sarah Pack, County Attorney Jay Dees, and Finance Director Anna Bumgarner were also present.

Call to Order

Chairman Edds called the meeting to order at 3:02 p.m. Chaplain Michael Taylor provided the invocation. Chairman Edds lead the Pledge of Allegiance.

Consider Additions to the Agenda

Chairman Edds requested to add the following items to the Consent agenda:

- Robertson Foundation Grant (Consent Item Y)
- Woodson Grant Application (Consent Item Z)
- Award StRAP Grant Bid Proposal to W. Brown Construction (Consent Item AA)
- Approval to Execute Scope of Work for Directed Grant for Rowan-Cabarrus Community College (Consent Item AB)

Consider Deletions From the Agenda

There were no deletions from the agenda.

Consider Approval of the Agenda

On motion of Greene, seconded by Klusman, the Board voted 4-0 to approve the agenda as amended.

Consider Approval of the Minutes

On motion of Greene, seconded by Caskey, the Board voted 4-0 to approve the minutes of the January 17, 2023, Regular Meeting and the January 23, 2023, Special Meeting.

Consider Approval of the Consent Agenda

On motion of Klusman, seconded by Greene, the Board voted 4-0 to approve the Consent Agenda as amended, as follows:

- A. State Certification for Rural Operating Assistance Program Grant - Second Disbursement*
- B. Sole-Source CivicPlus Incorporated*
- C. Sole-Source Microsoft Store*
- D. Approve Emergency Management to accept Emergency Management Performance Grant funding*
- E. Approve request to apply for 2023 Margaret C. Woodson Foundation Grant*
- F. Request to execute grant documents for Rowan Wild from North Carolina Department of Natural and Cultural Resources*
- G. Revised Rural Economic Development Grant for Project "Agility Fuel Solutions, Limited Liability Company (LLC)/Project ACDC"*
- H. Sole-Source Patterson Pope*
- I. Satisfaction for Community Development Block Grant Recovery Deed of Trust*
- J. HDR Engineering Incorporated Task Orders - Landfill V Project*
- K. Extra Duty Pay for Detention Center for Rowan County Sheriff's Office*
- L. Administrative Contract with Salisbury Community Development Corporation [2020-21]*
- M. Fair Housing Plans*
- N. HOME Contract with Salisbury Community Development Corporation [2021-22] and Funding Agreement with Concord*
- O. Health Department New Position Request*
- P. Sheriff's Office Position Reclassification Requests*
- Q. Parks and Recreation Position Reclassification Request*
- R. Emergency Services Position Reclassification Request*
- S. Award Firearm Purchase - AmChar*
- T. Sole-Source Coast 2 Coast Technologies, Limited Liability Company (LLC)*
- U. County Manager Employment Contract*
- V. Sole-Source Spatialest*
- W. Contract with Patagonia Health Inc.*
- X. Approve Landfill Phase V Construction Project to NJR Group – Contract*
- Y. Robertson Foundation Grant (Agenda Addition)*
- Z. Woodson Grant Application (Agenda Addition)*
- AA. Award Streamflow Rehabilitation Assistance Program (StRAP) Grant Bid Proposal to W. Brown Construction (Agenda Addition)*
- AB. Approval to Execute Scope of Work for Directed Grant for Rowan-Cabarrus Community College (Agenda Addition)*

Department of Social Services Annual Report

Micah Ennis, Director of the Department of Social Services (DSS), thanked her staff for their tireless work and gave an overview of the Annual Report. For the 2021-2022 year, \$282,532,729 in benefits were issued over a variety of categories. The total program administration cost was \$19,038,025, with 55 percent in Federal funding, 41 percent in County

funding, and four percent in State funding. The services that DSS provide directly impact the community.

Ms. Ennis detailed the divisions of DSS and services provided to the community, including:

- Child Protective Services (CPS)
- Foster Care
- Division of Aging and Adult Services
- Child Support
- Economic Services
- Work First
- Day Care Assistance
- Food and Nutrition Services
- Medicaid

Commissioner Klusman asked Ms. Ennis to elaborate on Adult Protective Services and the future thereof. Ms. Ennis said that physically/mentally impaired or elderly adults may be abused or exploited, physically or otherwise, and DSS provides protection as needed. Reports have risen. This demographic is growing and is vulnerable to abuse, neglect, and exploitation.

Vice-Chairman Greene asked for a total number of people served by DSS. Ms. Ennis said the report displays statistical information for each category. Multiple individuals may be involved in the same report. Vice-Chairman Greene asked how the projected benefits provided are distributed amongst those helped. Ms. Ennis said she would investigate this number.

Ms. Ennis said the food and nutrition services numbers are high. Due to the COVID-19 pandemic, there were regulations in place to prevent termination of benefits. Eligibility requirements are now changing, and families will be impacted.

Chairman Edds said the total dollars in benefits administered is a staggering number.

Ms. Ennis said it can be challenging to understand the complexities of the things that DSS faces daily. Some of the benefit dollars are returning to the local economy.

Vice-Chairman Greene said he is interested in where the benefit dollars go. Any child assisted is a positive thing, but the benefits dollars number seems high.

Public Comment Period

There were no public comments.

Board Appointments

On motion of Greene, seconded by Klusman, the Board voted 4-0 to appoint Ronald-Christopher Barger to the Bostian Heights Volunteer Fire Department as a Fire Commissioner.

On motion of Klusman, seconded by Greene, the Board voted 4-0 to appoint Linda Watts and Carla Pence to the Rowan-Iredell Volunteer Fire Department as Fire Commissioners.

On motion of Greene, seconded by Klusman, the Board voted 4-0 to appoint Larry Graham to the West Rowan Volunteer Fire Department as a Fire Commissioner.

Budget Amendments

Finance Director Anna Bumgarner presented the budget amendments, as follows:

<i>Cooperative Extension</i>	<i>To recognize Salisbury Rowan Community Foundation Grant – Project Butterfly</i>	<i>\$7,000</i>
<i>Animal Services</i>	<i>To move funds from general government to cover incinerator repairs</i>	<i>\$5,500</i>
<i>Emergency Services</i>	<i>To recognize Duke Energy Foundation Grant for Emergency Preparedness</i>	<i>\$25,000</i>
<i>Soil and Water</i>	<i>To recognize Conservation Easement Funding from North Carolina Department of Agriculture – Agricultural Development and Farmland Preservation Trust Fund</i>	<i>\$239,621</i>
<i>Finance</i>	<i>To transfer funds to cover Rowan County Tourism Wayfinding Signage Project using American Rescue Plan Act Revenue Replacement funds</i>	<i>\$500,000</i>
<i>Animal Services</i>	<i>To transfer funds for employee retirement</i>	<i>\$150</i>

On motion of Greene, seconded by Klusman, the Board voted 4-0 to approve the presented Budget Amendments.

Closed Session

At 3:22 p.m. on motion of Edds, seconded by Klusman, the Board voted 4-0 to enter into closed session pursuant to North Carolina General Statute (NCGS) 143-318.11(a)(1) to consider approval of the minutes of the Closed Session held on January 17, 2023, as described by NCGS 143-318.10(e) providing that minutes or an account of a closed session may be withheld from public inspection so long as public inspection would frustrate the purpose of a closed session, and pursuant to NCGS 143-318.11(a)(3) to consult with an attorney employed or retained by the public body in order to preserve attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged, regarding a claim between the County and Mark and Rebecca DiRienzo.

Regular Session

At 3:38 p.m. regular session resumed.

On motion of Edds, seconded by Klusman, the Board voted 4-0 to authorize the signing of the Settlement Agreement and Release between the County and Mark and Rebecca DiRienzo, and authorize County Attorney Jay Dees to execute the Settlement agreement and any related documents.

Adjournment

At 3:38 p.m., on motion of Greene, seconded by Klusman, the Board voted 4-0 to adjourn.

Sarah Pack, NCCCC
Clerk to the Board

Greg Edds, Chairman
Jim Greene, Vice- Chairman
Mike Caskey
Judy Klusman
Craig Pierce



Aaron Church, County Manager
Sarah Pack, Clerk to the Board
John W. Dees, II, County Attorney

Rowan County Board of Commissioners

130 West Innes Street • Salisbury, NC 28144
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MINUTES OF ANNUAL PLANNING RETREAT/WORK SESSION OF THE ROWAN COUNTY BOARD OF COMMISSIONERS

February 6, 2023 – 10:00 AM

J. NEWTON COHEN, SR. ROOM

J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING

Present: Greg Edds, Chairman

Jim Greene, Vice-Chairman

Mike Caskey, Member

Craig Pierce, Member (excused where noted)

Judy Klusman, Member

County Manager Aaron Church, Clerk to the Board Sarah Pack, and Finance Director Anna Bumgarner were also present. County Attorney Jay Dees was absent.

Call to Order

Chairman Edds convened the meeting at 10:00 a.m. Chaplain Michael Taylor provided the invocation. Chairman Edds led the Pledge of Allegiance.

Consider Approval of the Agenda

On motion of Klusman, seconded by Greene, the Board voted 5-0 to approve the agenda as presented.

Following the introduction of the facilitator, the Board reflected on its accomplishments in the prior year, heard a series of presentations, discussed key projects, and identified key priorities for the coming year.

This meeting summary, prepared by Facilitator Emily Wilson of FountainWorks, with minor edits by the Clerk to the Board, captures the key points of discussion during the retreat.

Prior Year Accomplishments

Before beginning presentations on County updates, Commissioners reflected on the major accomplishments in the County over the past year.

- Successful COVID-19 pandemic containment
- Election year (elected new Sheriff, judges)
- North Carolina (NC) leads the nation as a top place to do business, which has led to Economic Development Commission successes and overall growth of business in Rowan County
- Internal projects

- Agricultural Center
- Dog Adoption Center
- Health Department recognition
- Displaying county leadership
- Financial shape and stability of Rowan County

Tax Assessor Update

Next, Tax Assessor Wendell “Chip” Main discussed the ongoing revaluation and gave updates to the Commission.

Revaluation Updates

- The last countywide reappraisal was conducted four years ago with an effective date of January 1, 2019
- Volume of qualified sales since 2019
 - Residential: 16,706
 - Commercial: 1,137
- Average home value
 - 2019: \$189,000
 - 2020: \$200,000
 - 2021: \$232,000
 - 2023: \$281,000
- County-wide real property value increased 44.96%
 - This is an overall increase and varies by neighborhood, municipality, et cetera (etc.)
- Timeline
 - Notices mailed February-March
 - Board of Equalization and Review convenes to hear formal appeals beginning in April
 - Board of Equalization and Review adjourns in June
- Appeals
 - Residents can appeal through mail, in-person, and online process
 - Residents can use COMPER software as a tool to verify tax bill
- Real property value
 - 2022-2023: \$10.6 billion
 - 2023-2024: \$15.4 billion
 - 912 homes for \$208 million were completed in 2022 for 2023’s taxation
- Tax Base
 - Total tax base value
 - 2022-2023 \$14.6 billion
 - 2023-2024 \$19.3 billion
 - Preliminary tax base \$18.5 billion
 - 28.58% increase over last year

Commissioner Feedback

- Almost 81,000 parcels were evaluated; there will be some mistakes but trust the process; citizens should look closely at tax bills and use the tools at their disposal to verify bill before filing an appeal

Budget and Financial Update

County Manager Aaron Church provided an update on the budget and financial status of the County.

Budget Process Timeline (2023)

- February 3 – Budget to departments
- March 3 – All department requests entered
- March 20 – April 6 – Department meetings with Manager and Finance Department
- May 15 – Proposed Budget Delivered to Board
- June 5 – Public hearing on proposed budget
- June 19 – Board to adopt budget

General Information

- Total fund balance is \$89.6 million
- Unrestricted fund balance is \$40.9 million
- Audit is wrapping up in next months
- Net income is higher than the past due to influx in Federal and State COVID-19 pandemic economic support money, as well as reduction in spending due to concerns for COVID-19
- Sales tax is expected to at least slightly exceed projection

Inflation

- Many major companies across the United States are laying off employees
- If Rowan County followed the same trends as top companies with layoffs, 62 positions would need to be eliminated in the coming year

Sheriff's Office Updates

Sheriff of Rowan County, Travis Allen, presented Sheriff's Office updates, including his outlook on the community during his first seven weeks in office.

Today's Challenges

- Extra Duty at all-time highs
- Three School Resource Officers (SROs) needed now
- Second largest recreational lake and no operations
- Parks
- Contracted coverage for small municipalities
- Court House Security
- Internet Crimes Against Children (ICAC) and Child Abuse at all-time highs
- Patrol operations/manpower
- Narcotics and gang investigations

Growth Plan

- Twenty-five positions over the next three to four years
- Eleven positions needed are immediately (seven funded by County)
 - Two child abuse and child offense detectives
 - Four patrol deputies (one per squad)
 - One Civil Deputy
 - One Bailiff
 - Three SROs

Following the Sheriff's presentation, Commissioners asked several follow-up questions, including:

- What programs are available for preventative interventions for at-risk youth?
 - New officers complete Crisis Awareness training.
 - The Office does very little in that area due to staffing challenges
 - The Office is exploring different grants and programs.
 - Currently working on getting local faith leader messages on County jail iPad devices
- How are criminal-related staffing positions?
 - Should be full soon; the Sheriff's Office has been able to recruit very well.
- Are there any school partnerships or youth programs for those interested in becoming officers?
 - The Sheriff's Office is looking at funding to re-launch the Explorer program.

Chairman Edds called for a recess at 11:52 a.m. The Board reconvened at 12:03 p.m.

Planning and Building Inspections Updates

Assistant County Manager and Chief Information Officer Randy Cress reviewed updates on the Planning and Building Inspections technology, including the permitting process.

General Updates

- Online Portal for Development and Permitting
 - Permit applications are available online for building inspections
 - 2022 Numbers
 - In-person permit applications: 4,821
 - Online permit applications: 6,133
 - Environmental health and zoning permits are in testing
 - Credit card submissions for one-time and recurring payments
- Electronic Plan Review
 - Project in progress with Tyler Energov and BlueBeam for ePlan Review
 - All plans ultimately be available in a digital format across departments
- In-Progress Items
 - Tyler Payments – Consistent platform across many departments
 - In-person cash, checks, and credit cards
 - Online credit card payments
 - Scanning of paper records in Environmental Health

- Digital plan reviews for Planning, Inspections, Fire Division, Environmental Health, and Erosion Control
- Environmental Health and Fire Division in for permits

Long-Term Planning

Planning Director Ed Muire reviewed the County's current land use plans (LUP) and discussed how to handle the need for another.

Land Use Plans

- Western LUP
- Eastern LUP
- Interstate-85 South Corridor
- Long Ferry Road Corridor

Erosion Control Program

- 49 active sites = 703.47 acres
- 39 permitted sites = 708 acres
- 8 pending sites = 275.55 acres
- 1,687 acres county-wide

Cost Comparison of Peer Land Use Plans

- Cabarrus: \$115,000-165,000
- Davie: \$90,000
- Iredell \$210,000
- Stanly: \$75,000

Options for Rowan County

- Long Range Planner
- Request for proposals (RFP) for consulting services

Staff recommendation: Repurposing staff salary to fund request for proposals/request for qualifications.

New Transit Building

Pete Bogle, Principal and Owner of The Bogle Firm Architecture, presented updates on the potential options for a new Rowan County Transit building.

Options for Transit Building

- Agriculture Building West
 - Existing: Agriculture Building West – New Finishes Only
 - \$54,000-\$73,000
 - Option 1: Agriculture Building West – Selective Demolition
 - \$121,000-\$184,000
 - Option 2: Agriculture Building West – Full Demolition
 - \$308,000-327,000
- Agriculture Building East

- Existing: Agriculture Building East – New Finishes Only
 - \$70,000-\$97,000
- Option 1: Agriculture Building East – Selective Demolition
 - \$148,000-\$209,000
- Option 2: Agriculture Building East – Full Demolition
 - \$500,000-\$527,000
- Donley House
 - Option 5: New building on Donley House lot
 - \$711,000-\$818,000

Following Mr. Bogle’s presentation, Commissioners asked several follow-up questions, including:

- If the office is moved and upfit is minimal, how quickly will employees have to move?
 - Mr. Church said employees need a new space sooner or later
- Only the Donley House option includes cost of new parking lot development
- Options are being examined for federal and alternative funds

Commissioner Pierce was excused from the meeting at 1:03 p.m.

Chairman Edds called for a recess at 1:03 p.m. The Board reconvened at 1:25 p.m.

Commissioner’s Topics

During a working lunch, the Commissioners took the opportunity to update each other on the topics and issues they are addressing across the County. The following topics were discussed:

Mike Caskey

- Veteran’s Court
- Emergency Medical Services Station land
- South Rowan Elementary School
 - Start setting aside money so when the time comes, a fund has been started

Jim Greene

- Early intervention is needed to improve reading levels; work needs to be done with pre-kindergarten age children across the County

Judy Klusman

- Diversion Center is underway
 - Commissioners Klusman and Caskey have been asked to be on the selection board for the Center’s provider
- April 1st the guaranteed Medicaid will be stopping; 345,000 from North Carolina will drop from the rolls immediately; unsure how many are in Rowan County

Greg Edds

- Rowan-Cabarrus Community College would like to expand their Commercial Driver’s License training class and have started conversations on acquiring land for the track

Economic Development Commission

Scott Shelton, Vice-President of the Rowan County Economic Development Corporation (RCEDC) presented an update on economic development, focusing on providing high-performance, high-quality service delivery.

General Updates

- RCEDC reaffirmed its focus areas of increasing prosperity, reducing poverty, and improving quality of life

2022 Key Accomplishments

- Strategy 1: Targeted Economic Growth
 - Approximately 2,900 new jobs
 - \$605 million in capital investments across the County
 - Average wage of \$18.31 per hour
- Strategy 2: Talent Attraction & Development
 - Launched the new Talent Attraction website
 - Managed and promoted the Work in Rowan job portal
 - Supported the Rowan Education Collaborative to align education with business
 - Participated in the first-ever Career Signing Day with Rowan-Salisbury School System (RSSS)
- Strategy 3: Brand Identity & Storytelling
 - Macy's Incorporated project received recognition across the state nation
 - Multi-channel marketing campaign
 - Grew our online social media presence
- Strategy 4: High-Performance Service Delivery
 - Forward Rowan campaign success (152% of goal)
 - RCEDC staffers assumed leadership roles with the Charlotte Regional Business Alliance
 - RCEDC President was named to Charlotte Business Journal's Power 100 list
- Growth Challenges
 - Planned infrastructure improvements for future growth, including water, sewer, schools, and roads
 - Housing availability and affordability
 - Business-friendly in planning, permitting, and incentive
 - Place-making and branding – reinforce a positive image of the community and be deliberate in building the community reputation on authenticity. Quality of life.

Following Mr. Shelton's presentation, Commissioners asked several follow-up questions, including:

- Are there resources available for felons who try to find work?
 - The RCEDC hasn't dedicated resources to that but have heard success stories from corporate partners
- There have been conversations about a Manufacturer's Institute with RCCC

Priorities for Fiscal Year 2023-2024

Before adjourning, the Board was asked to reflect on the presentations they heard and identify two top priorities for the coming fiscal year: one which they had been thinking about prior to the retreat and another that they are interested to learn more about. The following items were identified:

Existing Priorities

- √ Crisis Center
- √ Childcare
- √ Workforce in County
- √ Tax rates
- √ Crime
- √ Financial stability
- √ Education (kindergarten through college+)
- √ Future planning

Interested to Learn More

- √ County to plan for itself so Charlotte doesn't do it
- √ Commercial Driver's License track to train new drivers
- √ Shift focus from economic development to quality of life/people
- √ Focus on positives
- √ Economic Development Commission's work and progress for the County

Adjournment

At 2:41 p.m. on motion of Greene, seconded by Edds, the Board voted 4-0 to adjourn.

This meeting summary, prepared by Facilitator Emily Wilson, with minor edits by the Clerk to the Board, are hereby submitted as the minutes of the Planning Retreat/Work Session.

Sarah Pack, NCCCC
Clerk to the Board

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A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Valerie Steele, Airport & Transit Director
DATE: 2/2/2023
SUBJECT: Retail Business Services Hangar Exterior Alternation Request

Retail Business Services (RBS) is requesting permission to make an alternation to the exterior of the corporate hangar they have a long term lease for. The request is to remove the block wall that extends out from the building and add two awnings about the entrance doors. The reason is there is concern as it is possible for an aircraft wing to hit it. As we add additional hangars the ramp area will become more congested and ensuring clearance for aircraft to get past each other between the hangars is essential.

The attachment details the request in option #1.

There are no costs to the County/Airport associated with this project.

The recommendation is to approve RBS to execute the project to remove the small block wall and install awnings.


ATTACHMENTS:

Description	Upload Date	Type
Site Layout & Elevations	2/2/2023	Exhibit



1 SITE LAYOUT


Note: All illuminated signs are manufactured for 120 volt circuits. Letter strokes may be modified as required to accept light source.



CUSTOM SIGNS & ARCHITECTURAL ELEMENTS

1000 Biscayne Drive, Concord, NC 28027
704.788.7097
www.ritelitesigns.com

Client: **FOOD LION**



Retail Business Services

Job Location:
3670 Airport Loop
Salisbury, NC 28147

Designer: TB	Salesperson: DR
Project # 25757	Date: 22 Aug 2022

Revision Date:
19 Sept 2022 TW


File Location:
ART2022\Food Lion\25757 - Salisbury, NC

Customer Approval: _____ Date: _____

Land Lord Approval: _____ Date: _____

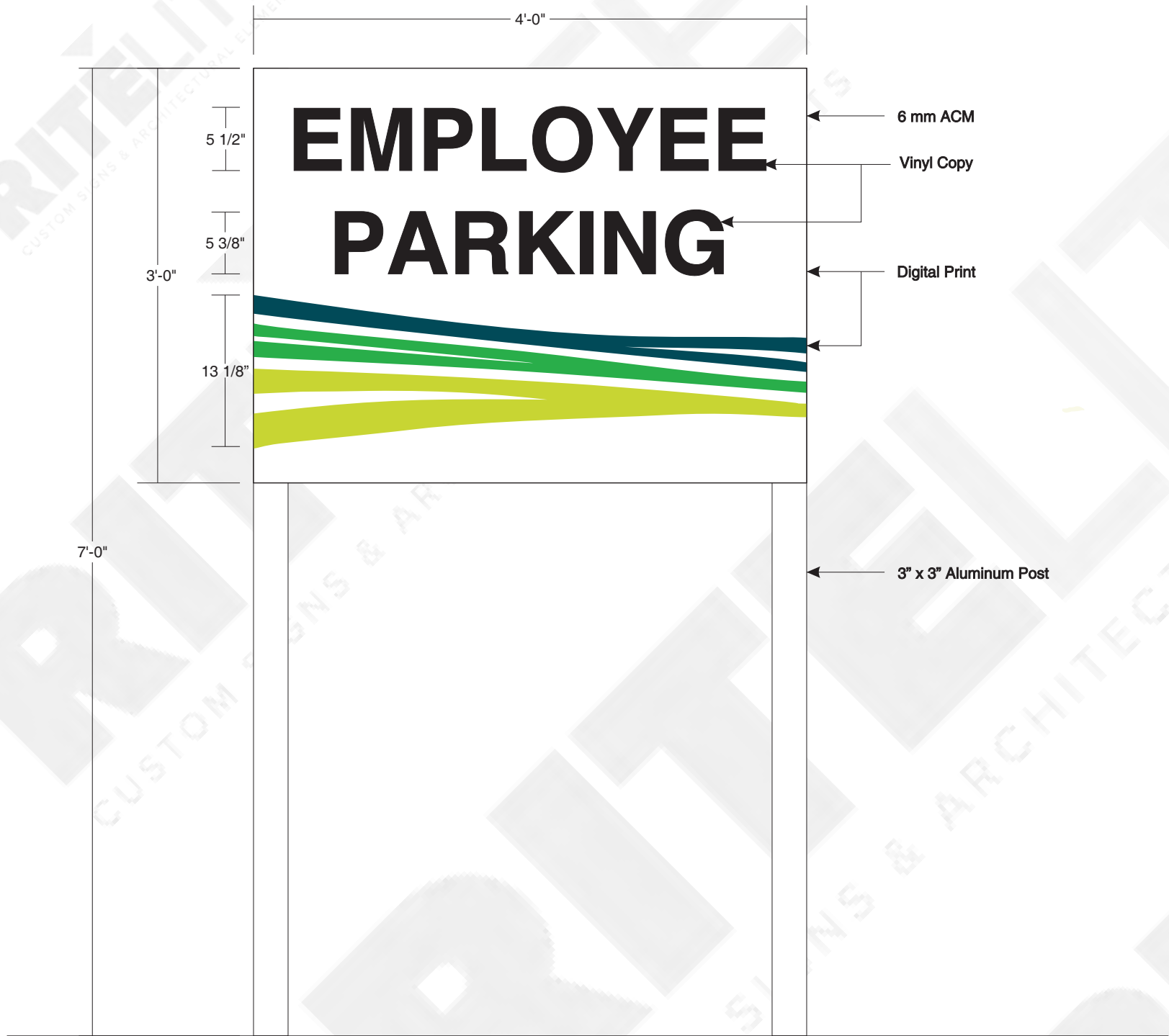
Architect Approval: _____ Date: _____

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UNDERWRITERS LABORATORIES

PROPOSED



Color Notes:

Post & Panel

- Faces _____ White ACM, Digital Print & 3M 7725-12 Black
- Back _____ Painted White (Gloss)
- Returns _____ Painted White (Gloss)
- Post _____ Painted White (Gloss)



1000 Biscayne Drive, Concord, NC 28027
704.788.7097
www.ritelitesigns.com

Client: **FOOD LION**



Retail Business Services

Job Location:
3670 Airport Loop
Salisbury, NC 28147

Designer: TB Salesperson: DR

Project # 25757 Date: 22 Aug 2022

Revision Date:
19 Sept 2022 TW

File Location:
ART2022\Food Lion\25757 - Salisbury, NC

Customer Approval: Date:

Land Lord Approval: Date:

Architect Approval: Date:

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PROPOSED

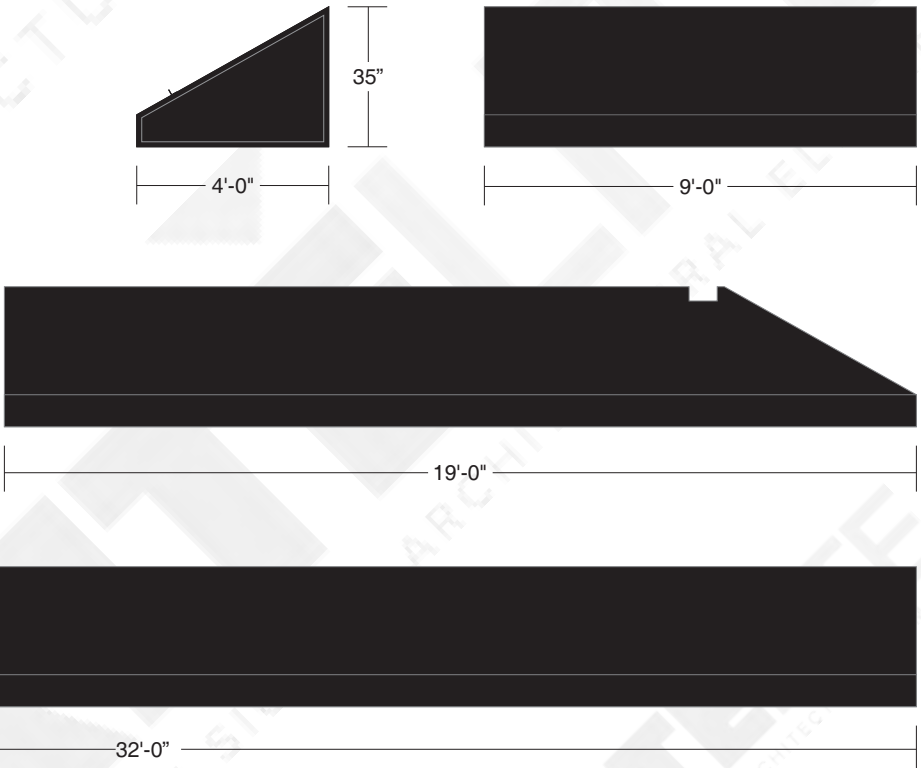
1 NON-ILLUMINATED POST AND PANEL
SCALE: 1" = 1' - 0"



WEST ELEVATION



SOUTH ELEVATION



1

SINGLE AWNING AND CORNER AWNING
SCALE: 1/2" = 1' - 0"

Note: All illuminated signs are manufactured for 120 volt circuits. Letter strokes may be modified as required to accept light source.



CUSTOM SIGNS & ARCHITECTURAL ELEMENTS

1000 Biscayne Drive, Concord, NC 28027
704.788.7097
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Client: **FOOD LION**



Retail Business Services

Job Location: 3670 Airport Loop Salisbury, NC 28147	
Designer: TB	Salesperson: DR
Project # 25757	Date: 22 Aug 2022

Revision Date: 19 Sept 2022 TW
File Location: ART2022/Food Lion/25757 - Salisbury, NC

Customer Approval:	Date:
Land Lord Approval:	Date:
Architect Approval:	Date:

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UNDERWRITERS LABORATORIES

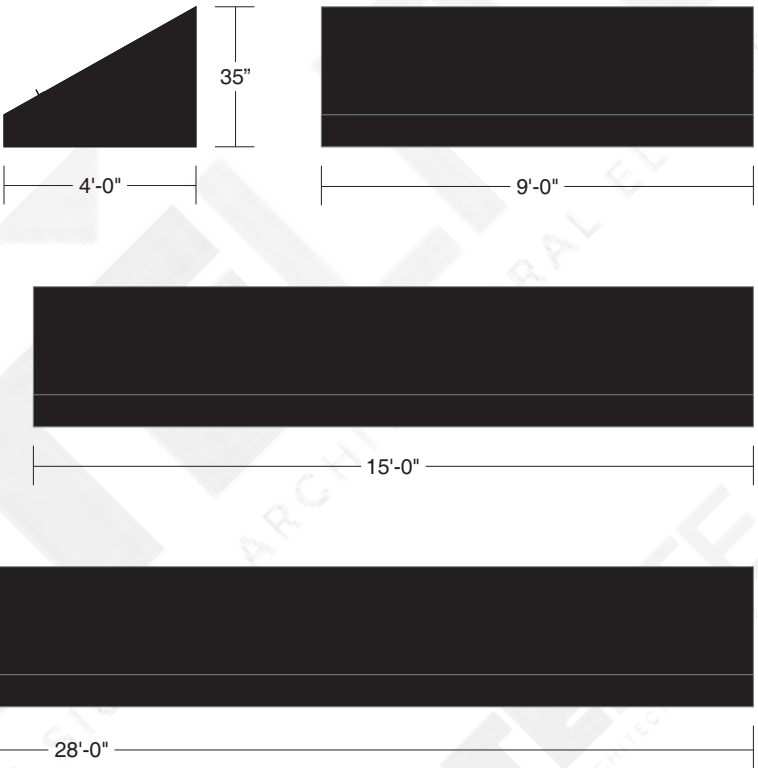
PROPOSED



WEST ELEVATION



SOUTH ELEVATION



1 3 SINGLE AWNINGS
SCALE: 1/4" = 1' - 0"

CUSTOM SIGNS & ARCHITECTURAL ELEMENTS

1000 Biscayne Drive, Concord, NC 28027
704.788.7097
www.ritelitesigns.com

Client: **FOOD LION**

Retail Business Services

Job Location:
3670 Airport Loop
Salisbury, NC 28147

Designer: TB	Salesperson: DR
Project # 25757	Date: 22 Aug 2022

Revision Date:
19 Sept 2022 TW

File Location:
ART2022\Food Lion\25757 - Salisbury, NC

Customer Approval:	Date:
Land Lord Approval:	Date:
Architect Approval:	Date:

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UNDERWRITERS LABORATORIES

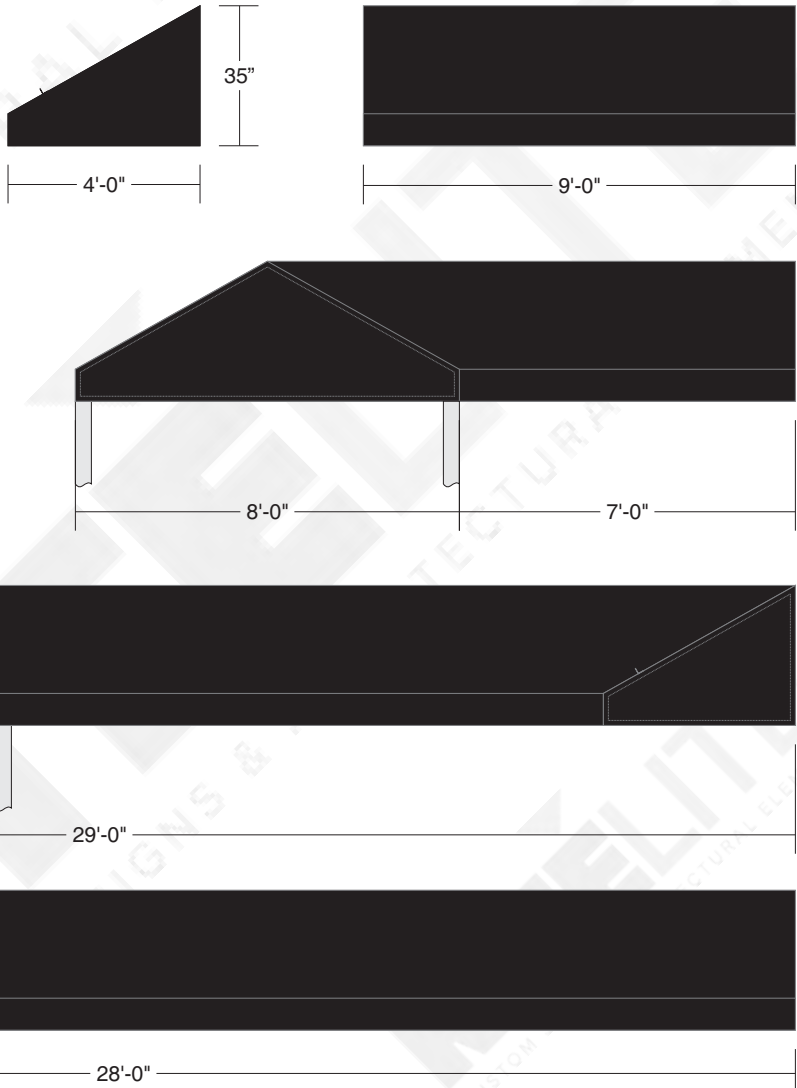
PROPOSED



WEST ELEVATION



SOUTH ELEVATION



- 2 SINGLE AWNINGS
- 1 SINGLE AWNING WITH CANOPY EXTENSION

SCALE: 1/4" = 1' - 0"

RITELITE
CUSTOM SIGNS & ARCHITECTURAL ELEMENTS
1000 Biscayne Drive, Concord, NC 28027
704.788.7097
www.ritelitesigns.com

Client: **FOOD LION**



Retail Business Services

Job Location: 3670 Airport Loop Salisbury, NC 28147	
Designer: TB	Salesperson: DR
Project # 25757	Date: 22 Aug 2022

Revision Date:
19 Sept 2022 TW

File Location:
ART2022/FFood Lion/25757 - Salisbury, NC

Customer Approval: _____ Date: _____

Land Lord Approval: _____ Date: _____

Architect Approval: _____ Date: _____

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PROPOSED



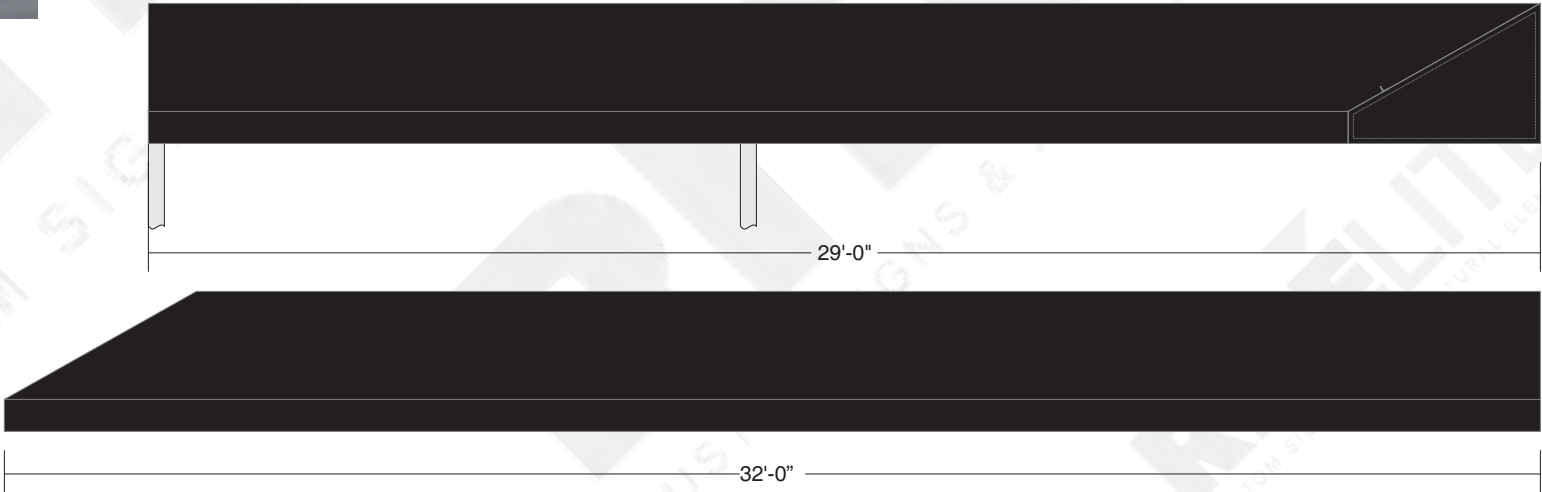
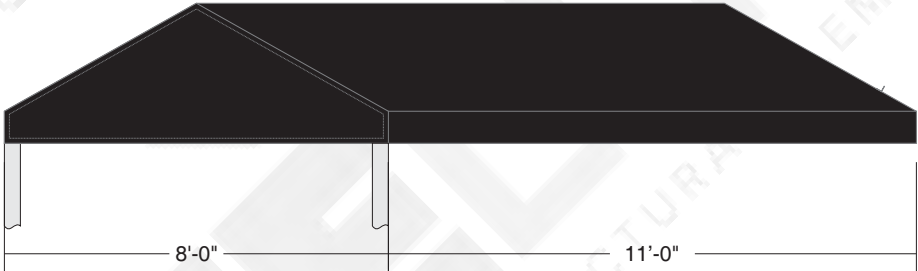
WEST ELEVATION



SOUTH ELEVATION

**SINGLE AWNING AND
CORNER AWNING WITH CANOPY EXTENSION**

SCALE: 1/4" = 1' - 0"



RITELITE
CUSTOM SIGNS & ARCHITECTURAL ELEMENTS
1000 Biscayne Drive, Concord, NC 28027
704.788.7097
www.ritelitesigns.com

Client: **FOOD LION**



**Retail Business
Services**

Job Location:
3670 Airport Loop
Salisbury, NC 28147

Designer: TB Salesperson: DR

Project # 25757 Date: 22 Aug 2022

Revision Date:
19 Sept 2022 TW

File Location:
ART2022/Food Lion/25757 - Salisbury, NC

Customer Approval: Date:

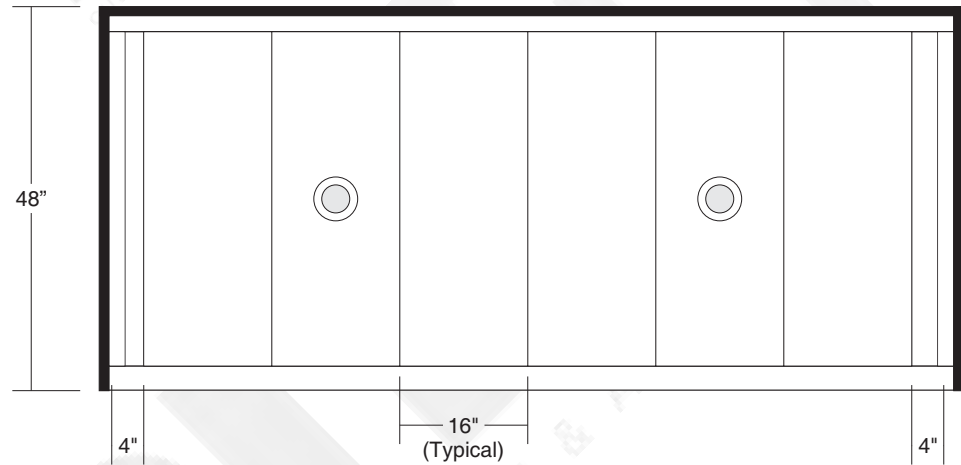
Land Lord Approval: Date:

Architect Approval: Date:

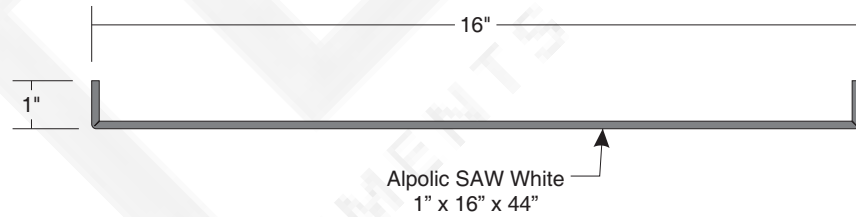
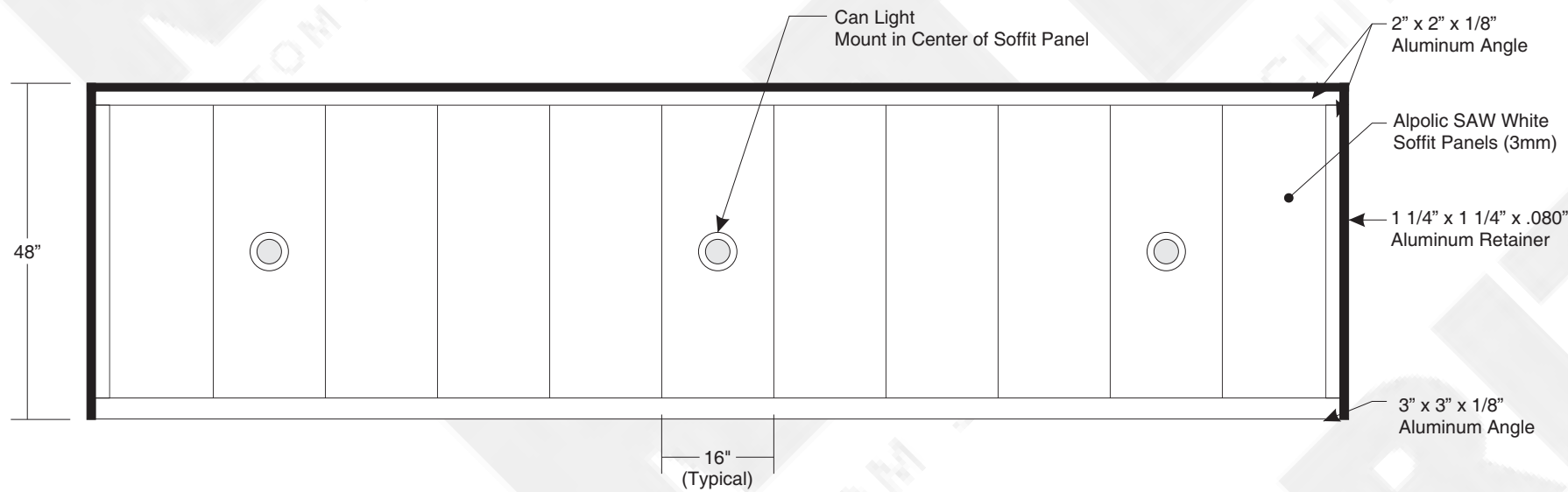
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PROPOSED



1 AWNING SOFFIT REFLECTED CEILING VIEW (TYPICAL)
SCALE: 1/2" = 1' - 0"



2 FORMED SOFFIT PANEL SECTION VIEW
SCALE: 3/8" = 1' - 0"

NDLED4RD-50N-S-W

RAB



High-end, new construction LED downlights in 4" make installation a breeze when you're framing out a space from the ground up or when you have access from the top of the ceiling. .

Color: White trim specular silver cone

Weight: 1.2 lbs

Electrical Note:
• In Addition To Each Can Light Fixture, Each Can Light Fixture Will Need A Canopy Light Housing.
Part #: ND4R20D

Client: **FOOD LION**



Retail Business Services

Job Location:
3670 Airport Loop
Salisbury, NC 28147

Designer: TB Salesperson: DR

Project # 25757 Date: 22 Aug 2022

Revision Date:
19 Sept 2022 TW

File Location:
ART2022/FFood Lion/25757 - Salisbury, NC

Customer Approval: Date:

Land Lord Approval: Date:

Architect Approval: Date:

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PROPOSED

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Valerie Steele, Airport & Transit Director
DATE: 2/2/2023
SUBJECT: Three Rivers Land Trust Raffle Retail Ticket Outlet

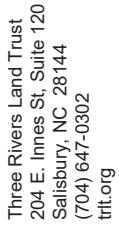
The airport would like to support Three Rivers Land Trust (TRLT) by being a Retail Ticket Outlet for the upcoming raffle.

No exchange of funds between the County/Airport and TRLT is associated with participation.

The recommendation is to approve Mid-Carolina Regional Airport to support TRLT as a Retail Ticket Outlet.

ATTACHMENTS:

Description	Upload Date	Type
TRLT Raffle Ticket Retail Location Form	2/2/2023	Exhibit



Complete this form for your records. Do not mail in.

Organization Name & Ticket Seller										
TRLT Representative Initials & Date of Visit	Sellers Initials	Tickets Issued For Sale				Tickets or Stubs Returned				# of Tickets or Stubs Not Returned
		Date	# From	# Through	# of Tickets	Date	# of Ticket Stubs	Cash Rec'd	# of Unsold Tickets	
						Totals:				

RAFFLE TICKET ACCOUNTABILITY INSTRUCTIONS

This form is designed to assist sellers in complying with the raffle rules.

List each ticket seller's name & phone #. For each seller, indicate:

- The date the tickets were issued for sale.
- The beginning and ending ticket numbers.
- The number of tickets issued for sale.
- The date tickets and/or ticket stubs were returned.
- Amount of cash received.
- The number of ticket stubs returned.
- The number of unsold tickets returned.
- Calculate and enter the number of tickets or stubs that the ticket seller has not returned.
- If the same ticket seller is issued additional tickets to sell, another entry is made for that ticket seller.

I, _____ am assuming responsibility for the possession
of TRLT Conservation Raffle tickets left at, _____.

If any raffle tickets are not accounted for, the business that I represent will be held responsible for the
payment for the cost of any tickets left unaccounted for.

Signature of business representative: _____

Date of signature: _____

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Jody Farrow-Bennett; Purchasing Director & Chief Allen Cress; EMS Director
DATE: 2/20/2023
SUBJECT: Amendment #2 - Town of Landis

Rowan County entered in a lease agreement with the Town of Landis to rent space for a Rowan County EMS Station in February 2016.

The County and EMS wish to amend the lease agreement. The amendment will reflect an additional term of five (5) months beginning February 1, 2023 through June 30, 2023 and shall automatically renew for three (3) successive one (1) year additional terms. With added termination understanding, given a sixty (60) day written notice to the Town of Landis.

Attached are the original lease, signed first amendment, and unsigned second amendment.

Recommendation: Board of Commissioners to authorize County Manager to approve the lease amendment with the Town of Landis.

ATTACHMENTS:

Description	Upload Date	Type
Original Contract	2/2/2023	Cover Memo
First Amendment	2/2/2023	Cover Memo
Second Amendment	2/2/2023	Cover Memo

STATE OF NORTH CAROLINA

COUNTY OF ROWAN

LEASE

THIS LEASE made and entered into this 1st day of FEBRUARY, 2016, by and between ROWAN COUNTY, a body politic and corporate, party of the first part; and THE TOWN OF LANDIS, a municipal corporation, party of the second part, both existing under and by the virtue of the laws of North Carolina.

WITNESSETH

That for and in consideration of the mutual covenants herein contained the parties agree as follows:

First: The Town of Landis shall lease to the County an area at the rear of its police and fire headquarters building located at 136 North Central Avenue, consisting of 1,521 square feet (approximately 39 feet by 39 feet).

Second: The rent shall be \$125.00 per month for the lease and the lease shall extend for twelve months, beginning February 1st, 2016, and ending February 1st, 2017. The option of the County is to renew the lease for 12-month periods for the next five years at the end of the initial term. Beginning February 1st, 2016, the County shall pay \$450.00 each month for the purpose of reimbursing the Town of Landis for the EMS pro-rata share for utilities. That a like sum shall be paid each month thereafter.

Third: In the event the Rowan County Board of Commissioners does not appropriate funds for the continuation of this agreement, then the agreement shall be terminated upon receipt of a notice from the County. The agreement may be terminated by either party with written notice to the other party sixty days in advance.

Fourth: The parties agree to indemnify and hold each other harmless against all causes of action arising out of the use and occupancy by the County of the demised premises. The parties agree that the County shall use the demised premises for its emergency ambulance services.

Fifth: This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

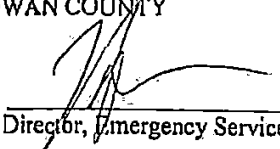
Rowan County Finance Director

6/29/16
Date

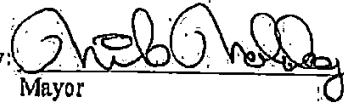
\$1 575.00

IN WITNESS WHEREOF the parties have executed this lease the date and year first
above written.

ROWAN COUNTY

By: 
Director, Emergency Services

TOWN OF LANDIS

By: 
Mayor

1154371-
544020
8
575 per me
then Feb 22

Bevis, Lisa F

From: Cooper, Lennie
Sent: Wednesday, July 21, 2021 10:47 AM
To: Atkins, Derrick; Cress, Allen
Cc: Howden, James M; Bevis, Lisa F; Natoli, Kelly D; Bumgarner, Anna R
Subject: RE: Lease with Landis for Space at 136 N. Central Ave-1,521 Sq ft

Great, thank you
Lennie

From: Atkins, Derrick
Sent: Wednesday, July 21, 2021 10:15 AM
To: Cress, Allen <Allen.Cress@rowancountync.gov>; Cooper, Lennie <Lennie.Cooper@rowancountync.gov>
Cc: Howden, James M <James.Howden@rowancountync.gov>; Bevis, Lisa F <Lisa.Bevis@rowancountync.gov>; Natoli, Kelly D <Kelly.Natoli@rowancountync.gov>; Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov>
Subject: RE: Lease with Landis for Space at 136 N. Central Ave-1,521 Sq ft

Good morning Lennie-

Our new Director of Purchasing and Contracts, Anna, started today. Kelly and I are meeting with her at 2:00 to cover some items. I will include this item in the discussion as well.

Thanks
Derrick

From: Cress, Allen
Sent: Tuesday, July 13, 2021 8:22 AM
To: Atkins, Derrick <Derrick.Atkins@rowancountync.gov>; Cooper, Lennie <Lennie.Cooper@rowancountync.gov>
Cc: Howden, James M <James.Howden@rowancountync.gov>; Bevis, Lisa F <Lisa.Bevis@rowancountync.gov>; Natoli, Kelly D <Kelly.Natoli@rowancountync.gov>
Subject: RE: Lease with Landis for Space at 136 N. Central Ave-1,521 Sq ft

Derrick,

Lennie and I discussed this, I would like to have something in the new lease that would allow us to renew for 6 month periods for the next five years and/or be able to opt out after 30/60 days notice. We are moving the old Cleveland EMS station with hopes of finding it a new home as soon as possible.

Allen

From: Atkins, Derrick
Sent: Wednesday, June 30, 2021 3:05 PM
To: Cress, Allen <Allen.Cress@rowancountync.gov>; Cooper, Lennie <Lennie.Cooper@rowancountync.gov>
Cc: Howden, James M <James.Howden@rowancountync.gov>; Bevis, Lisa F <Lisa.Bevis@rowancountync.gov>; Natoli, Kelly D <Kelly.Natoli@rowancountync.gov>
Subject: RE: Lease with Landis for Space at 136 N. Central Ave-1,521 Sq ft

Thanks Allen-

Just let us know what you want to do with it.

Thanks
Derrick

From: Cress, Allen
Sent: Wednesday, June 30, 2021 2:55 PM
To: Atkins, Derrick <Derrick.Atkins@rowancountync.gov>; Cooper, Lennie <Lennie.Cooper@rowancountync.gov>
Cc: Howden, James M <James.Howden@rowancountync.gov>; Bevis, Lisa F <Lisa.Bevis@rowancountync.gov>; Natoli, Kelly D <Kelly.Natoli@rowancountync.gov>
Subject: Re: Lease with Landis for Space at 136 N. Central Ave-1,521 Sq ft

Lennie and I do need to discuss this. I would like to have the option to renew for 6 month periods for the next five years and/or be able to opt out after 30/60 days notice.


From: Derrick Atkins <Derrick.Atkins@rowancountync.gov>
Date: Wednesday, June 30, 2021 at 9:36 AM
To: Allen Cress <Allen.Cress@rowancountync.gov>, "Cooper, Lennie" <Lennie.Cooper@rowancountync.gov>
Cc: "Howden, James M" <James.Howden@rowancountync.gov>, "Bevis, Lisa F" <Lisa.Bevis@rowancountync.gov>, Kelly Natoli <Kelly.Natoli@rowancountync.gov>
Subject: Lease with Landis for Space at 136 N. Central Ave-1,521 Sq ft

Hi Allen and Lennie-

I do not want to overstep my bounds or cause any confusion, but I did want to mention something to you to make sure it is on the radar. In reviewing some of our monthly lease payment contracts I noticed that our lease with the Town of Landis for the space at 136 N. Central Ave (1,521 sq ft) will expire February 1, 2022. The contract that I have was originally for Feb 1, 2016 to Feb 1, 2017. This contract had the option to renew for 12 month periods for the next five years. This would end February 1, 2022. (See attached) If we still need this space we need to work on getting an addendum to the contract (or a new contract) to extend it.

If, by chance, there is a newer contract or an addendum that I am not aware of please let me know and send me a copy.

Thanks
Derrick

 **ROWAN
COUNTY**
NORTH CAROLINA
Be an original.

Derrick Atkins | Internal Auditor
Rowan County
130 West Innes Street, Salisbury, NC 28144
704.216.8161
980.565.9774 (cell)



ROWAN COUNTY CONTRACT MEMORANDUM

TO: Aaron Church, Rowan County Manager
FROM: Allen Cress
DEPT: Emergency Services
DATE: 03/21/2022
SUBJECT: Lease Agreement

PURPOSE OF CONTRACT:

Lease of EMS bay and rooms at Landis FD.

CONTRACT CERTIFICATION

By submitting this memorandum, I agree that I have:

- 1. Read and understand the terms of the contract.***
- 2. To the best of my knowledge the terms, amount and activities surrounding this contract are compliant with North Carolina General Statutes, the Rowan County Purchasing Policy and any applicable regulations.***
- 3. I have secured and attached in MUNIS the Certificate of Insurance.***

Allen Cress

03/21/2022

Signature of Director

DATE

STATE OF NORTH CAROLINA

COUNTY OF ROWAN

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE ("Amendment") dated the 22 day of March, 2022, is between ROWAN COUNTY, a body politic (the "County") and the TOWN OF LANDIS, a municipal corporation ("Town") under the following circumstances:

WHEREAS, County and Town entered into that certain Lease Agreement ("Lease") for the Leased Premises as described therein dated on or about the 1st day of February, 2016; and

WHEREAS, the County and Town now desire to amend the Lease as follows.

NOW THEREFORE, in consideration of the continuing obligations under the Lease, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Town agree as follows:

1. Paragraph Second shall be amended to reflect an Additional Term of ONE (1) YEAR beginning February 1, 2022 through January 31, 2023; provided however, County shall have the unilateral right to terminate such Additional Term for convenience with at least SIXTY (60) DAYS written notice to Town.

2. Except as specifically amended or replaced herein above, all terms and conditions of the Lease Agreement dated February 1, ~~2015~~²⁰¹⁶ shall remain in full force and effect.

{Signature Page Follows}

IN WITNESS WHEREOF, County and Town have caused this Amendment to be executed by their authorized representatives, the day and year first above written.

COUNTY:

BY:  

Its: Chairman /Manager 03/22/2022

TOWN: Landis

BY: 

Its: Mayor Manager

ATTEST:

Clerk to the Board

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.


Jim Howden (Mar 21, 2022 18:56 EDT)

Rowan County Finance Office 03/21/2022

STATE OF NORTH CAROLINA

COUNTY OF ROWAN

LEASE

THIS LEASE made and entered into this 1st day of FEBRUARY, 2016, by and between ROWAN COUNTY, a body politic and corporate, party of the first part; and THE TOWN OF LANDIS, a municipal corporation, party of the second part, both existing under and by the virtue of the laws of North Carolina.

WITNESSETH

That for and in consideration of the mutual covenants herein contained the parties agree as follows:

First: The Town of Landis shall lease to the County an area at the rear of its police and fire headquarters building located at 136 North Central Avenue, consisting of 1,521 square feet (approximately 39 feet by 39 feet).

Second: The rent shall be \$125.00 per month for the lease and the lease shall extend for twelve months, beginning February 1st, 2016, and ending February 1st, 2017. The option of the County is to renew the lease for 12-month periods for the next five years at the end of the initial term. Beginning February 1st, 2016, the County shall pay \$450.00 each month for the purpose of reimbursing the Town of Landis for the EMS pro-rata share for utilities. That a like sum shall be paid each month thereafter.

Third: In the event the Rowan County Board of Commissioners does not appropriate funds for the continuation of this agreement, then the agreement shall be terminated upon receipt of a notice from the County. The agreement may be terminated by either party with written notice to the other party sixty days in advance.

Fourth: The parties agree to indemnify and hold each other harmless against all causes of action arising out of the use and occupancy by the County of the demised premises. The parties agree that the County shall use the demised premises for its emergency ambulance services.

Fifth: This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

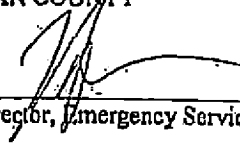
Barry E. Haskins
Rowan County Finance Director

6/29/16
Date


\$1 575.00

IN WITNESS WHEREOF the parties have executed this lease the date and year first above written.

ROWAN COUNTY

By: 
Director, Emergency Services

TOWN OF LANDIS

By: 
Mayor

1154371-
544020
8
575 per mc
then Feb 22

Workflow Acknowledgment

Purchasing Director 

Anna Bumgarner

E-signed 2022-03-21 04:40PM EDT
anna.bumgarner@rowancountync.gov
Rowan County, NC Information
Systems

BOC Approval: n/a


Insurance: n/a

Comment:

CIO: 

Randy Cress

E-signed 2022-03-21 05:00PM EDT
randy.cress@rowancountync.gov
Rowan County, NC Information
Systems, Assistant County Manager /

County Attorney: 
Jay Dees (Mar 21, 2022 18:00 EDT)

Jay Dees

E-signed 2022-03-21 06:00PM EDT
jay.dees@rowancountync.gov

Legal Comment:

STATE OF NORTH CAROLINA

COUNTY OF ROWAN

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (“Amendment”) dated the __ day of _____, 2023, is between ROWAN COUNTY, a body politic (the “County”) and the TOWN OF LANDIS, a municipal corporation (“Town”) under the following circumstances:

WHEREAS, County and Town entered into that certain Lease Agreement for the Leased Premises as described therein dated on or about the 1st day of February, 2016 (the “Initial Lease”) together with that certain First Lease Amendment dated the 22 day of March, 2022 for the sole purpose of extended the Lease Term for one (1) year (the “First Amendment”); and

WHEREAS, the County and Town now desire to further amend the Lease as follows.

NOW THEREFORE, in consideration of the continuing obligations under the Lease, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Town agree as follows:

1. Paragraph Second of the Initial Lease shall be amended to reflect an Additional Term of FIVE (5) MONTHS beginning February 1, 2023 through June 30, 2023 and shall automatically renew for THREE (3) successive ONE (1) YEAR Additional Terms; provided however, County shall have the unilateral right to terminate for convenience at any time within any Additional Term for convenience with at least SIXTY (60) DAYS written notice to Town.

2. Except as specifically amended or replaced herein above, all terms and conditions of the Initial Lease Agreement dated February 1, 2015 shall remain in full force and effect.

{Signature Page Follows}

IN WITNESS WHEREOF, County and Town have caused this Amendment to be executed by their authorized representatives, the day and year first above written.

COUNTY:

BY: _____

Its: Chairman /Manager

TOWN:

BY: _____

Its: Mayor/Manager

ATTEST:

Clerk to the Board

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Rowan County Finance Office

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Valerie Steele, Airport & Transit Director
DATE: 2/2/2023
SUBJECT: Sign for Airport Fuel Farm

As part of the new fuel provider contract with Titan a sign is being provided to make the fuel farm and FBO easier for pilots to locate. The sign will be 10' 4" by 6'8". The overall height will be 20 feet.

Recommendation is to approve the sign, as proposed, for installation at the fuel farm.

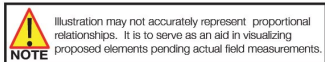
ATTACHMENTS:

Description	Upload Date	Type
Sign Schematic	2/2/2023	Exhibit



New 10'-4" x 6'-8" SIGN

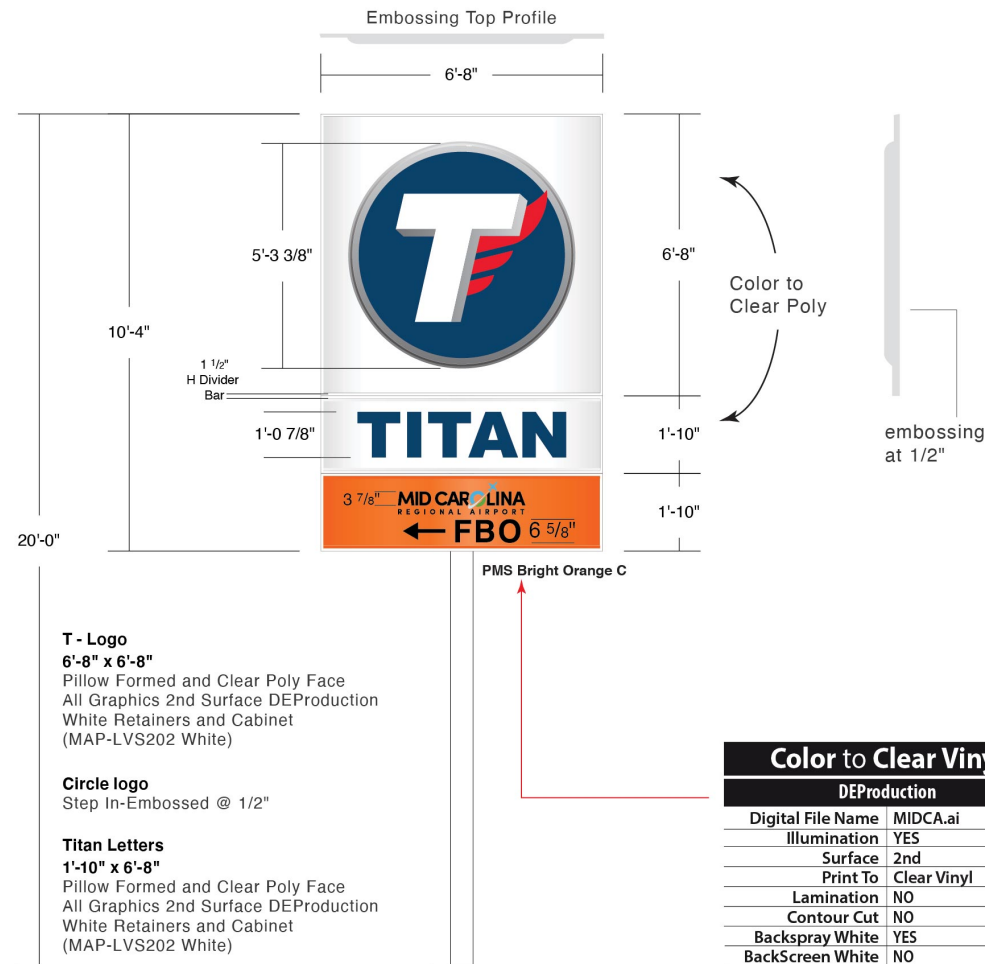
Mid-Carolina Regional Airport (RUQ) 3670 Airport Loop Salisbury, NC 28147



EXISTING



TITAN COLOR SPECS



Color to Clear Vinyl

DEProduction	
Digital File Name	MIDCA.ai
Illumination	YES
Surface	2nd
Print To	Clear Vinyl
Lamination	NO
Contour Cut	NO
Backspray White	YES
BackScreen White	NO
Digital White	NO
Distortion Required	NO
Color Match	NO
Color Build Required	NO
NOTES: clear vinyl running all the way to the returns	



Color to Clear Poly

DEProduction	
Digital File Name	80x80TitanLogo.ai
Illumination	YES
Surface	2nd
Print To	Poly
Lamination	NO
Contour Cut	NO
Backspray White	NO
BackScreen White	NO
Digital White	YES
Distortion Required	YES
Color Match	YES
Color Build Required	NO
NOTES: Dualite Titan Benchmark Color Print	

Color to Clear Poly

DEProduction	
Digital File Name	22x80TitanCopy.ai
Illumination	YES
Surface	2nd
Print To	Poly
Lamination	NO
Contour Cut	NO
Backspray White	NO
BackScreen White	NO
Digital White	YES
Distortion Required	YES
Color Match	YES
Color Build Required	NO
NOTES: Dualite Titan Benchmark Color Print	

Sketch No.

22-4-966-N-TITAN-A7

Customer Signature

Scale: 1/4" = 1' - 0"

Date: 2-2-2023

Dualite Sales & Service, Inc.
WILLIAMSBURG, OHIO • CEDAR HILL, TEXAS

Dualite Sales & Service, Inc.
One Dualite Lane
Williamsburg, Ohio 45176

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1 Dualite Lane, Williamsburg, OH 45176
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All Rights Reserved. Reproduction of this proprietary work without the permission of Dualite Sales & Service, Inc. will subject the user to liability under the copyright statutes of the United States.

Note: Dimensions are Approximate
and Subject to Change Pending
Review by Dualite Engineering.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Valerie Steele, Airport & Transit Director
DATE: 2/6/2023
SUBJECT: Duke Energy Easement - Hangar Expansion Project

Duke Energy Easement - 3670 Airport Loop - WO# 48051383, 48051415, 48051441

Duke has sent the easement documents that will authorize Duke Energy Carolinas to install the facilities for the locations of the two new 15,000sqft hangars.

Reccomendation is to approve the easements for signature.

ATTACHMENTS:

Description	Upload Date	Type
Easement Form	2/7/2023	Cover Memo
Red Acres Rd	2/6/2023	Exhibit
Airport Loop and Airport Road (1 of 2)	2/6/2023	Exhibit
Airport Loop and Airport Road (2 of 2)	2/6/2023	Exhibit

Prepared by: Duke Energy Carolinas, LLC
Return to: Duke Energy Carolinas, LLC
Attn: Susan Cannella

Parcel # 461 077
470 042
470 001000001

EASEMENT

State of North Carolina
County of Rowan

THIS EASEMENT (“**Easement**”) is made this ____ day of _____, 20____, from **ROWAN COUNTY, NORTH CAROLINA**, a body politic (“**Grantor**”, whether one or more), to **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company (“**Grantee**”).

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, “**Facilities**”).

Grantor is the owner of that certain property described in those instruments recorded in Deed Book 1199, Page 386, Deed Book 407, Page 227, Deed Book 407, Page 436, and Deed Book 963, Page 612, Rowan County Register of Deeds (“**Property**”).

The Facilities may be both overhead and underground and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land thirty feet (30') in uniform width for the overhead portion of said Facilities and a strip of land twenty feet (20') in uniform width for the underground portion of said Facilities, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10') wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, (hereinafter referred to as the "Easement Area").

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. The rights granted in this Easement include the right to install Facilities wherever needed on the Property to serve future development on the Property and adjoining lands. Portions of the Facilities may be installed immediately and other portions may be installed in the future as the need develops. Facilities installed in the future shall be installed at locations mutually agreeable to the parties hereto if they are to be located outside of the Easement Area. Upon any future installations of Facilities at mutually agreed locations, the Easement Area shall be deemed to include such future locations.
9. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this ____ day of _____, 20____.

ROWAN COUNTY, NORTH CAROLINA
a body politic

_____(SEAL)
Greg Edds, Chairman of the Board of Commissioners

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____ County, State of _____, certify that Greg Edds, as Chairman of the Board of Commissioners of **ROWAN COUNTY, NORTH CAROLINA**, a body politic, personally appeared before me this day and acknowledged the due execution of the foregoing EASEMENT.

Witness my hand and notarial seal, this ____ day of _____, 20____.



Notary Public: _____

Commission expires: _____

CALC AC:
24.74 Ac.

461 185

CALC AC:
223.54 Ac.

461 077

ROWAN COUNTY



Proposed 3 Phase
UG Primary

RED ACRES RD
1096.2

AIRPORT LOOP

CALC AC:
149.9 Ac.

470 001000001

3310

3320

3330

CALC AC:
50.87 Ac.

461 0740000001

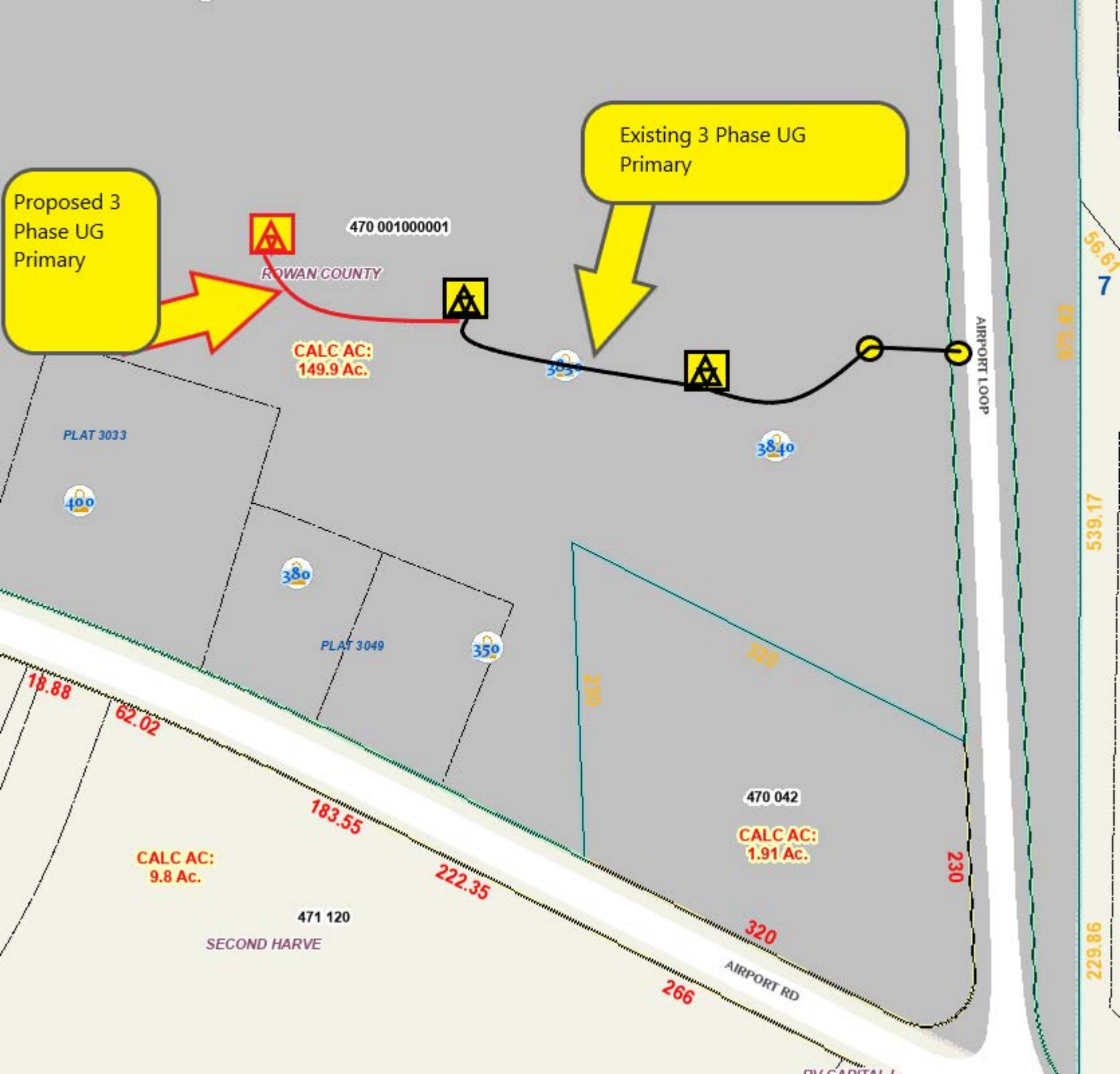
Genito Creek Tributary

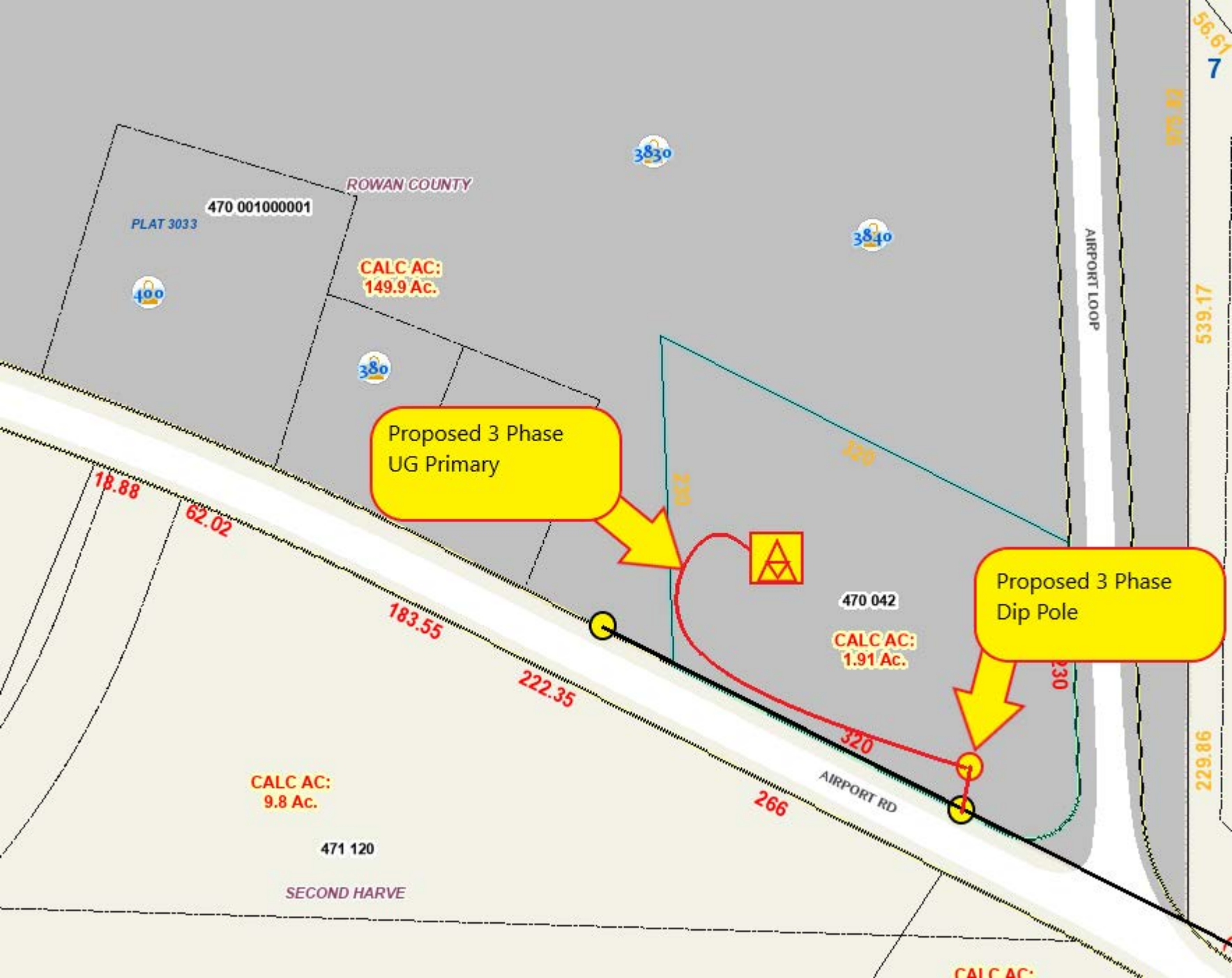
470 069

CALC AC:

Proposed 3
Phase UG
Primary

Existing 3 Phase UG
Primary





ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Casey Robinson, Tax Collector
DATE: 02/06/2023
SUBJECT: Report of 2022 Delinquent Taxes

ATTACHMENTS:

Description	Upload Date	Type
Report of 2022 Delinquent Taxes	2/6/2023	Cover Memo



Rowan County Tax Collector's Office

402 North Main Street, Suite 101, Salisbury, NC 28144-4392
Phone: 704-216-8544 • Fax: 704-216-7983 • www.rowancountync.gov

TO: Mr. Aaron Church, County Manager
Rowan County Commissioners

FROM: Casey Robinson
Tax Collector
704-216-8554
Casey.Robinson@rowancountync.gov

DATE: February 5, 2023

SUBJECT: Report of 2022 Delinquent Tax

North Carolina General Statute 105-369(a) requires that the tax collector on the first Monday in February report to their governing board the total amount of unpaid taxes for the current year that are liens on real property. Upon receipt of this report, the governing board must order and set a date, or dates, for the advertising.

2022 Delinquent Property Tax as of 2/1/23		
REAL-Report Group 100	BUSINESS-Report Group 101	TOTAL
\$ 6,218,183.75	\$ 652,736.66	\$ 6,870,920.41

North Carolina General Statute 105-369(C) requires that unpaid tax be advertised between March 1 and June 30 in a newspaper of general circulation to paid subscribers.

Proposed date of advertisement: June 9, 2023—Salisbury Post

Greg Edds-Chairman-Rowan County Commissioners

Thank You,

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Jody Farrow-Bennett; Purchasing Director & Valerie Steele; Airport Director
DATE: 2/20/2023
SUBJECT: Award Airport Parking Lot Bid - Barnes Asphalt Maintenance Inc.

Rowan County received proposals for the Rehabilitation of the Public Parking lot at the Mid-Carolina Regional Airport. Four bid responses were received. After careful evaluation, the lowest responsive and responsible bidder was Barnes Asphalt Maintenance Inc. The County would like to award the bid to Barnes Asphalt Maintenance Inc. who submitted the lowest total base bid in the amount of \$61,092.00.

The funds for this improvement were budgeted for FY23 under Capital Assets - Other Improvements.

Attached are the bid tab form, proposal from Barnes Asphalt, and the unsigned contract.

Board of Commissioners to award the bid to Barnes Asphalt Maintenance Inc. and authorize the County Manager to approve the contract with Barnes Asphalt Maintenance Inc. in the amount of \$61,092.00.

ATTACHMENTS:

Description	Upload Date	Type
Bid Tab	2/8/2023	Cover Memo
Bid Documents	2/8/2023	Cover Memo
Contract	2/8/2023	Cover Memo



ITB 2023-016 AIRPORT PARKING AREA

2/7/2023 15:00			Vendors		Barnes Asphalt Maint.		Hanes Construction		J.T Russell & Sons, Inc.		Carolina Siteworks, Inc.			
DESCRIPTION	UNITS	QUANTITY	TOTAL PRICE	Days to Complete	TOTAL PRICE	Days to Complete	TOTAL PRICE	Days to Complete	TOTAL PRICE	Days to Complete	TOTAL PRICE	Days to Complete	TOTAL PRICE	Days to Complete
Mobilization	EA	1	\$750.00		\$2,500.00		\$22,000.00		\$2,500.00					
Excavate & Patch Failed Asphalt	CY	30	\$10,800.00		\$18,700.00		\$18,400.00		\$23,500.00					
Milling	SY	50	\$750.00		\$4,500.00		\$1,750.00		\$2,950.00					
Asphalt S9.5B	TN	310	\$42,942.00		\$51,100.00		\$54,250.00		\$48,100.00					
Demo Entrance	EA	1	\$3,500.00		\$3,500.00		\$40,000.00		\$3,300.00					
Striping	LF	1500	\$450.00		\$1,200.00		\$8,250.00		\$2,700.00					
Curb Blocks	EA	19	\$1,900.00		\$2,850.00		\$6,175.00		\$3,325.00					
TOTAL			\$61,092.00	5	\$84,350.00	15	\$150,825.00	30	\$86,375.00	90	\$0.00		\$0.00	

Bid Opening Attendees

Jody Farrow- Bennett	RoCo
Michelle Doyle	Roco
Craig Powers	RoCo Engineer
Valerie Steele	Roco Airport Director
Representitive	Hanes Construction

I hereby certify that this is a true tabulation of the bids received. 2/7/2023


Jody Farrow-Bennett, Purchasing Director

BID RESPONSE FORM

The undersigned proposes and agrees that if this bid is accepted to contract with Rowan County, North Carolina for the furnishing of all equipment and labor necessary to complete the scope of work described in the Request for Bids documents in full and complete accordance with specifications and contract documents, and to the full and entire satisfaction of Rowan County, North Carolina for the prices provided below. Pursuant to the provisions of NC G.S. 143-54 under penalty of perjury, the signer of the bid certifies that this bid has not been arrived at collusively or otherwise in violation of Federal or North Carolina antitrust laws.

Barnes Asphalt Maintenance Inc. 56-2112238
COMPANY NAME FEDERAL ID#

PO Box 996 Concord NC 28026
STREET ADDRESS PO BOX CITY STATE ZIP

704-795-9420 704-262-7883
TELEPHONE # FAX #

Debbie Barnes Debbie Barnes
SIGNATURE SIGNATORY'S NAME (printed)

President
SIGNATORY'S TITLE (printed)

One Year
WARRANTY ON WORK

5 days
DAYS TO COMPLETE

7. Staging Area:

- The staging area and all areas for material storage will be limited on site as designated by the County prior to the start of construction.

8. Temporary Security and Protection:

- Provide temporary protection for adjacent areas to prevent contamination by construction operations such as dust, debris, fumes, etc.
- Provide temporary barricades as necessary to ensure protection of the public and County employees.

9. Scheduling:

- Work schedule limitations, if any, will be discussed at the Pre-Bid meeting.

Description	Units	Quantities	Bid Price
Mobilization	EA	1	750.00
Excavate and Patch Failed Asphalt	tons CY	80 38	10,800.00
Milling	SY	50	750.00
Asphalt S9.5B	TN	310	42,942.00
Demo Entrance	EA	1	3500.00
Striping	LF	1500	450.00
Curb Blocks	EA	19	1900.00

TOTAL BID AMOUNT: 61,092.00

BIDDER INFORMATION SHEET

1. COMPANY NAME: Barnes Asphalt Maintenance Inc.
2. OWNER OF COMPANY: Debbie Barnes
3. NUMBER OF YEARS IN BUSINESS: 30 years
4. NUMBER OF PERSONS EMPLOYED ON REGULAR BASIS: 8
5. WHO WILL BE THE COUNTY'S CONTACT PERSON IN THE EVENT YOUR FIRM IS AWARED THE CONTRACT?

NAME: Debbie Barnes

TELEPHONE: 704-791-3990

EMAIL: Debbie@barnesasphalt.com

ROWAN COUNTY

AGREEMENT FOR SERVICES

NORTH CAROLINA

This Agreement is made and entered into between Rowan County, North Carolina ("County") and Barnes Asphalt Maintenance Inc. ("Provider").

WHEREAS, the County and the Provider wish to enter into a contract under which the Provider will provide certain specified services and/or materials to the County in exchange for payment. NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, conditions, and agreements herein, the County and the Provider agree as follows:

1. Services To Be Performed. The Provider agrees to perform the services and to provide the materials (all collectively called the "Services") for the County as described in Section A of the attached Exhibit A (the "Contract Specifications"), which is incorporated into this Agreement by reference as if it were fully set forth herein. The Provider warrants that all materials it provides shall be of good quality and shall meet industry standards and the County's expectations and approval, and the Provider warrants that it shall perform all Services in a good and workmanlike manner, in accordance with industry standards and the County's expectations, and to the County's full satisfaction.

2. Term. The term of this Agreement shall be as provided in Section B of the attached Exhibit A, the Contract Specifications.

3. Payment. In accordance with Section C of the attached Exhibit A, the Contract Specifications, the County agrees to pay the Provider for Services satisfactorily performed in accordance with this Agreement. The County shall pay each properly submitted invoice within thirty (30) days of its submission. Each invoice shall document, to the County's satisfaction, the work performed and the basis for the amount of payment sought. If the Provider fails to perform in accordance with this Agreement, the County may, without penalty, withhold any payment(s) associated with Services not properly performed until and unless the Provider completes or corrects its performance, as applicable. The County's remedies under this Agreement are not exclusive and are in addition to all other rights and remedies provided by law.

4. Non-waiver. If the County at any time does not require the Provider to satisfy any of the Provider's obligations under this Agreement, or if the County fails at any time to exercise any right or privilege granted to it by this Agreement, that shall not waive or limit the County's ability to require the Provider to satisfy those obligations in the future or the County's ability to enforce its rights or privileges in the future. If the County waives any breach of this Agreement by the Provider, which shall not be deemed a waiver of any later breach by the Provider, nor shall it be deemed a waiver of this section of the Agreement.

5. Independent Contractor. For purposes of this Agreement, the Provider at all times shall be considered an independent contractor, and the County shall not be deemed the employer of the Provider or of any of the Provider's agents or employees, nor shall the County be responsible for the actions or omissions of the Provider or its agents and employees. For purposes of this

Agreement, the Provider and its agents and employees shall not be deemed an employee of the County for any purpose, including (by example only and not for purposes of limitation) federal or state income taxation, unemployment benefits, or worker's compensation benefits.

6. Insurance. For the term of this Agreement, the Provider shall maintain at its sole expense the insurance specified in Section E of the attached Exhibit A, the Contract Specifications. All insurance policies shall be issued by a company authorized to issue insurance in the State of North Carolina. Before beginning to perform under this Agreement, the Provider shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and the Provider shall keep that certificate current by submitting to the County updated certificates as the Provider's insurance policies are renewed or otherwise modified. The County shall be named as an additional insured. The Provider shall notify the County immediately if any insurance required by this Agreement will be or has been cancelled or not renewed or if the amount of coverage of any such insurance will be or has been reduced.

7. Indemnity. The Provider agrees that it shall defend, indemnify, and hold harmless the County and its officials, employees, and agents from and against any and all losses, liabilities, claims, demands, suits, costs, damages, or expenses (including reasonable attorneys' fees) arising from or related to this Agreement and/or the Services, including (by example only and not for purposes of limitation) those for bodily injury, death, or property damage. The Provider's obligations under this section shall survive termination of this Agreement.

8. Termination. Notwithstanding any other provision of this Agreement (including any provision in the attached Exhibit A), this Agreement may be terminated at any time by mutual written agreement of the County and the Provider, or it may be terminated by the County upon ten (10) days' written notice to the Provider. Ten days' written notice for termination by the County is not required if the County is terminating because the Provider has breached the Agreement. Further this agreement includes the following Non-appropriation Clause: Provider acknowledges that Rowan County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Rowan County's obligations under this contract, then this contract shall automatically expire without penalty to Rowan County thirty (30) days after written notice to Provider of the unavailability and non-appropriation of public funds. It is expressly agreed that Rowan County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in Rowan County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Rowan County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Rowan County upon written notice to Provider of such limitation or change in Rowan County's legal authority.

9. Entire Agreement. This Agreement (including the attached Exhibit A, the Contract Specifications) constitutes the complete and entire Agreement between the County and the Provider concerning the subject matter of the Agreement and supersedes any and all prior agreements, discussions, understandings, promises, or representations concerning that subject

matter. This Agreement may be modified only by a writing signed by both the County and the Provider.

10. Governing Law and Forum for Disputes. This Agreement shall be governed by the laws of the State of North Carolina without regard to North Carolina's choice of law provisions. Any lawsuit or other legal proceeding concerning this Agreement and/or the Services must be filed in Rowan County, North Carolina, unless it is properly filed in federal court, in which case it must be filed in the federal District Court for the Middle District of North Carolina.

11. Severance Clause. If any part of this Agreement is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforced to the greatest extent legally possible, and the rest of this Agreement will remain in full force and effect.

12. Compliance With Laws. The Provider acknowledges and agrees that it will perform all Services and will satisfy all of its obligations under this Agreement in full compliance with all applicable federal, state, and local laws and regulations.

13. Sales/Use Taxes Collection and Refunds: Unless otherwise exempted by North Carolina General Statutes from payment of sales or use taxes, Provider must collect all applicable sales and use taxes due under this Agreement and comply with NCGS Chapter 105. If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to NCGS 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

14. Records. All materials, reports, etc. generated pursuant to this Agreement shall at all times remain the property of Rowan County, with copies of all such materials, reports, etc. being provided to Rowan County in a timely manner. It is further understood that some materials may be subject to NC Public Records laws, and any request for documents pursuant to such shall be processed through Rowan County prior to their release.

15. Repair of Damages. The Provider shall promptly and fully repair any damages that it or its employees or agents cause to the County's property. Alternatively, the County may choose in its discretion to require the Provider to fully compensate the County for any such damages rather than have the Provider repair them.

16. Titles and Headings. Titles and headings used in this Agreement are for convenience only and do not limit or modify the language within each section of this Agreement.

17. Non-Assignment. The Provider may not assign its rights or obligations under this Agreement, nor may it sub-contract any part of this Agreement, without written approval from the County.

18. Notices. Any notice or communication to the County or the Provider for purposes of this Agreement shall be delivered or shall be deposited in the United States Mail, first class, addressed to the addressee in Section E of the attached Exhibit A, the Contract Specifications.

19. Number and gender. This Agreement's use of singular, plural, masculine, feminine, and neuter pronouns shall include the others as the context may require.

20. Exhibit A. To the extent of a conflict between the above language of this Agreement and the attached Exhibit A (the Contract Specifications), the above language of this Agreement will control.

IN WITNESS WHEREOF, the County and the Provider have caused this Agreement to be executed as of the Effective Date.

THE COUNTY

BY: _____

Name: Aaron Church

Title: County Manager

THE PROVIDER

BY: _____

Name: _____

Title: _____

EXHIBIT A

CONTRACT SPECIFICATIONS

A. Services To Be Performed by The Provider.

Provide the necessary materials, labor, equipment, and supervision to provide rehabilitation to the parking areas for the Main Airport building as detailed on included exhibit B. The project shall include all surveying, site prep, and any other identified components required to provide a complete and finished project.

DESCRIPTION	UNITS	QUANTITY	TOTAL PRICE
Mobilization	EA	1	\$750.00
Excavate & Patch Failed Asphalt	CY	30	\$10,800.00
Milling	SY	50	\$750.00
Asphalt S9.5B	TN	310	\$42,942.00
Demo Entrance	EA	1	\$3,500.00
Striping	LF	1500	\$450.00
Curb Blocks	EA	19	\$1,900.00
TOTAL			\$61,092.00

B. Term of the Agreement.

Provider will Complete work By the end of April, 2023.

C. Payment to the Provider.

Payment net 30, pending approval by County Engineer.

Total cost \$61,092.00

D. E-Verify. North Carolina General Statutes prohibit counties from entering into contract with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the NC General Statutes. When required by law, the Contractor must submit the E-Verify Affidavit with bid proposals and/or contracts.

E. Insurance. During this Agreement's term, the Provider shall maintain worker's compensation insurance as required by North Carolina law to cover all of the Provider's employees engaged in any work under the Agreement. The Provider shall also maintain the following insurance to cover its performance under this Agreement during the Agreement's term:

- General commercial liability in the amount of \$500,000 per occurrence / \$1,000,000 aggregate with County listed as additional insured.

- Workers' Compensation in the amount of \$500,000 employer's liability
- Automobile liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be \$1,000,000 for bodily injury and property damage; and, \$1,000,000 uninsured/underinsured motorist coverage.

F. Contact Information.

THE COUNTY

AARON CHURCH,
COUNTY MANAGER
130 West Innes Street
Salisbury, NC 28144
Telephone: 704-216-8180

THE PROVIDER

These Contract Specifications are effective on the date signed and hereby acknowledged and agreed to by:

THE COUNTY

BY: _____

Name: Aaron Church

Title: County Manager

Date: _____

THE PROVIDER

BY: _____

Name: _____

Title: _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

(Signature of County Finance Officer)

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Jody Farrow-Bennett; Purchasing Director & Randy Cress; Assistant County Manager
DATE: 2/20/2023
SUBJECT: Rowan County Chemical Booster Station - Change Order 6

Please find attached a change order 006 from Dellinger, Inc. for programming medications for the Chemical Booster Project. This will allow for the chemical metering pumps to provide a more stable chemical feed while responding to flow fluctuations on the water system. The subcontractor (Lord & Company) provided a lump sum cost of \$4,947.78 for the additional programming efforts. Total contract \$828,646.11.

Attached Change Order 006.

Board of Commissioners to authorize the County Manager to sign Change Order 006 with Dellinger, Inc. to increase the contract by \$4,947.78 for a total contract price of: \$828,646.11.

ATTACHMENTS:

Description	Upload Date	Type
Change Order	2/8/2023	Cover Memo

Change Order No. 006

Date of Issuance:	February 2, 2023	Effective Date:	February 2, 2023
Owner:	Rowan County, NC	Owner's Contract No.:	21466
Contractor:	Dellinger, Inc.	Contractor's Project No.:	P-1246
Engineer:	Hazen and Sawyer, P.C.	Engineer's Project No.:	32506-001
Project Site:	1375 Long Ferry Rd., Salisbury, NC	Contract Name:	NE Rowan County Chemical Booster Station


The Contract is modified as follows upon execution of this Change Order:

Description:

Issued for programming modifications required to provide flexibility in reacting to NE Rowan County distribution system flow fluctuations. This will allow for the chemical metering pumps to provide a more stable chemical feed while responding to flow fluctuations. The subcontractor (Lord & Company) provided a lump sum cost for programming efforts related to the Contract Documents. The programming modifications associated with this change order were not part of the original design.

Attachments: RFC #11

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ 742,900.41	Original Contract Times: Substantial Completion: <u>01-03-2022</u> (180 days from NTP) Ready for Final Payment: <u>02-02-2022</u> (210 days from NTP)
Previously approved change amount from Change Orders No. <u>0</u> to No. <u>5</u> : \$ 80,797.92	Previously approved days <u>364</u> from Change Orders No. <u>0</u> to No. <u>5</u> .
Contract Price prior to this Change Order: \$ 823,698.33	Contract Times prior to this Change Order: Substantial Completion Date: <u>01-01-2023</u> (544 days) Ready for Final Payment Date: <u>01-31-2022</u> (574 days)
Increase of this Change Order: \$ 4,947.78	Increase of Days for this Change Order: <u>Zero (0) days</u>
Contract Price incorporating this Change Order: \$ 828,646.11	Contract Times with all approved Change Orders: Substantial Completion Date: <u>01-01-2023</u> (544 days) Ready for Final Payment Date: <u>01-31-2023</u> (574 days)

Recommended:	Authorized:	Received:
By: Sara Gibson, PE Engineer (Authorized Signature)	By: Owner (Authorized Signature)	By: 
Title: Sara Gibson 2023.02.02 14:54:29-05'00'	Title:	Title: <u>President</u>
Date:	Date:	Date: <u>2/2/23</u>

Approved by Funding Agency (if applicable)

By:	Date:
Title:	

Rowan County
Chemical Booster Station
Summary RFP's, WCD's and Change Orders
Updated February 2, 2023

RFP No.	WCD No.	RFC No. / Date	Change Order No.	Description	Cost	Credit	Net	Adjusted Contract Amount	Adjusted S.C. Duration	Adjusted S.C. Date	Adjusted F.C. Duration	Adjusted F.C. Date	Status / Comments
				Original Contract Amount / Durations / Dates				\$742,900.41	219	8/9/2022	219	9/8/2022	
	001	001	001	Wiring for 4-20 mA Functionality for Metering Pumps	\$1,939.48		\$1,939.48	\$744,839.89	0				VOID by FO-001
001		003	001	Additional Programming for 4-20 mA Functionality	\$2,150.57		\$2,150.57	\$745,050.98					CO 001 Executed
002		002	001	40 kW Generator/Manual Transfer Switch Relocation	\$74,872.53		\$74,872.53	\$819,723.51					CO 001 Executed
			001	Change Order No. 1	\$76,823.10	\$0.00	\$76,823.10	\$819,723.51	219	8/9/2022	219	9/8/2022	Executed
				Total Percentage Change per CO No. 1				10.34%					
003		004B	002	Existing Load Center Rack Improvements	\$2,138.16		\$2,138.16	\$821,861.67					CO 002 Executed
004		005	002	Temporary Power for Booster Station	\$2,382.01		\$2,382.01	\$824,243.68					CO 002 Executed
			002	Change Order No. 2	\$4,520.17	\$0.00	\$4,520.17	\$824,243.68	0	8/9/2022	0	9/8/2022	Executed
				Total Percentage Change To Date				10.95%					
	006	003	003	Added Receptacle to Injection Vault	\$4,213.46		\$4,213.46	\$828,457.13					Removed from CO-003
		007	003	P-1022 Wire Upsizing Due to Voltage Drop	\$2,148.47		\$2,148.47	\$830,605.60					CO 003 Executed
			003	Change Order No. 3	\$2,148.47	\$0.00	\$2,148.47	\$828,392.15	0	8/9/2022	0	9/8/2022	Executed
				Total Percentage Change To Date				11.24%					
			004	Credit for Tapping Sleeve and Valve for Fire Hydrant	-\$2,693.82		-\$2,693.82	(\$2,693.71)					CO 004 Executed
			004	Change Order No. 4	-\$2,693.82	\$0.00	-\$2,693.82	\$823,698.33	0	8/9/2022	0	9/8/2022	Executed
				Total Percentage Change To Date				10.88%					
			005	Sump Pump and Drain Routing	\$0.00		\$0.00	\$823,698.33	145		145		CO 005 Executed
			005	Change Order No. 5	\$0.00	\$0.00	\$0.00	\$823,698.33	0	1/1/2023	0	1/31/2023	Executed
				Total Percentage Change To Date				10.88%					
			006	Programming Modifications	\$4,947.78		\$4,947.78	\$828,646.11	0		0		
			006	Change Order No. 6	\$4,947.78	\$0.00	\$4,947.78	\$828,646.11	0	1/1/2023	0	1/31/2023	
				Total Percentage Change To Date				11.54%					

RFP - Request for proposal
WCD - Work Change Directive
RFC - Contractor Proposal
S.C. - Substantial Completion
F.C. - Final Completion

DELLINGER, INC.
HEAVY CONTRACTOR MONROE, NC

General Contractor
P. O. Box 929 ----- Monroe, NC 28111-0929

Office No. (704) 283-7551

Fax No. (704) 289-8217

Request For Change (RFC) To Contract Amount

RFC # 011

PROJECT NE Rowan County Chemical Booster Station

DATE 1/26/2023

Attn: Sara Gibson
Eng./Owner: Hazen and Sawyer
Address: 4011 WestChase Blvd. Suite 500
City: Raleigh, NC 27607
Owner: Rowan County

Description of Change: This Change Order is on behalf of Lord & Company for the Changes to the Programming at the Northeast Rowan Chemical Booster Station.

Please see the attached documents.

Work provided under this Change Order will fall within the warranty period for the project and have no affect on the Substantial Completion.

Change Order Amount

\$4,947.78

This RFC is valid for 30 days, at which time reevaluation of cost and time may be necessary.

Request for Change to Contract Amount Accepted by Owner

By: _____ Date: _____
Signature

Title

DELLINGER, INC.

Digitally signed by Will
Crook
Date: 2023.02.02 15:06:44
By: Will Crook Date: _____
Signature

Will Crook - Project Manager
Name and Title

*

DELLINGER, INC.

HEAVY CONTRACTOR

MONROE, NC

General Contractor
P.O. Box 929 ---- Monroe, NC 28111-0929

Office No. (704) 283-7551

Fax No. (703)-289-8217

COST DETAILS

JOB NO: P-1246
PROJECT: NE Rowan County Chemical Booster StationREQUEST FOR CHANGE # 011
DATE: 1/26/2023
OWNER: Rowan County

LABOR

SEE ATTACHED					\$0.00
Project Management	Rate	\$ 59.04	X	12 Hours	\$ 708.48
SUBTOTAL					\$ 708.48
TAX, INS., BENEFITS 35.48%					\$ 251.37
SUBTOTAL - LABOR					\$ 959.85

EQUIPMENT

SEE ATTACHED		\$ -
SUBTOTAL - EQUIPMENT		\$ -

MATERIAL

SUBTOTAL	\$ -
SALES TAX	\$ -
SUBTOTAL - MATERIAL	\$ -

SUBCONTRACTOR

Lord & Company	\$ 3,593.23
See Attached	
SUBTOTAL - SUBCONTRACTS	\$ 3,593.23

JOB OVERHEAD

OUT OF TOWN EXPENSES	\$220.00 PER DAY	
UTILITIES (SANITARY FACILITIES, TELEPHONE, POWER)	\$14.00 PER DAY	
SUBTOTAL - JOB OVERHEAD		\$ -

PRORATED AND OTHER COST

MOB / DEMOB		
SAFETY 2% OF LABOR		\$ 19.20
SMALL TOOLS 2% OF LABOR		
SUBTOTAL - OTHER COSTS		\$ 19.20

SUB TOTAL	\$979.05
MARK UP 15 %	\$146.86
	\$1,125.90
SUBCONTRACTS	\$3,593.23
MARK UP 5%	\$179.66
SUBTOTAL	\$4,898.80
BOND 1 %	\$48.99
TOTAL	\$4,947.78



2100 Carolina Place Drive; Fort Mill, SC 29708
Tel: (803) 802- 0060 Fax: (803) 802- 0070
Website: www.lordandcompany.com

Locations

Fort Mill, South Carolina
Durham, North Carolina



Task Order 1A: North East Rowan County Water System Chemical Booster Station Programming Modifications

L&C Project No. SE-8777

L&C Quotation No. 012623A

"A FULL-SERVICE INSTRUMENTATION & CONTROLS COMPANY"

The cost in quote includes the cost for in-house engineering labor and testing, and on-site deployment and testing, to successfully achieve the programming services requested by engineer and owner during the on-site visit on 01/23/23. Changes required are also noted on document "Site Visit Summary_1-23-23" provided by Sara Gibson on 01/24/23 on email titled: 'RE: Rowan County Programming Details - Meeting Next Week'.

We appreciate the opportunity to meet your instrumentation and control needs for this project and give your company a firsthand experience of working with Lord & Company. We are certain that we will prove our excellent reputation of over 30 years for quality equipment, timely services, and experienced engineers.

Engineering We shall provide the specified shop drawings, submittals, testing and calibration documentation and O & M manuals in software (CD) format. Hard copies of these documents can be printed from the CD, or Lord & Company will provide hard copies at an additional cost. Additional hard copy of O&M Manuals can be supplied at a cost of \$120 per manual.

Warranty We shall provide a One (1) year warranty from the date of customer acceptance on the equipment as specified. Damage due to misuse, abuse, flooding, moisture, lightning surges, transients from lightning or any other induced voltages are not covered. Equipment manufacturer's standard warranty and terms apply.

Notes Unless **specifically set forth** in the scope of this proposal, this offer does not include:

- ◇ Interconnecting wiring or conduit
- ◇ Fiber Optic Cable
- ◇ Communication Connectors
- ◇ Installation
- ◇ Installation of antenna, antenna towers, cable, conduit & wire
- ◇ Wire termination's
- ◇ Power distribution equipment
- ◇ Local power disconnects
- ◇ TVSS enclosures
- ◇ Electrical Racks with Hoods
- ◇ Enclosure Rated for Class I, Division 2 hazardous location
- ◇ Misc. hardware and mounting equipment such as stands, poles, anchors, sunshields, etc.

Terms Monthly progress payments for milestones, design, material shipments, startup, etc.; Net 30 days after date of invoice. A 1 1/2% monthly interest charge shall apply to all invoices over 15 days past due. No statement or condition contained in any order submitted by Buyer which modifies, adds to, is different from or inconsistent with any item or condition of this Quotation shall be binding on the Seller unless the Seller shall have expressly consented in writing to such statement or condition. Reference this quotation number on all correspondence concerning this project, including purchase orders and/or contracts.

Starting & Finishing with Excellence

Page 1 of 2



AN EMPLOYEE OWNED COMPANY

www.lordandcompany.com



Page 2 of 2

Total Price \$3,593.23

We sincerely thank you for the opportunity to work with you on this project and hope that you are richly blessed with the Grace of God in your life. If you have any question or concerns pertaining to this scope of work please contact me.

Sincerely,
Lord & Company, Inc.

Diego Machuca, PMP
Project Manager/Engineering Services Development Manager



Lord & Company, Inc.
INDUSTRIAL AUTOMATION DIVISION OF E.W. PROCESS

2100 Carolina Place Drive
Fort Mill, SC 29708
Mobile: 601-874-1216
Office: 803-802-0060 ;132
Email: dmachuca@lordandcompany.com
Website: lordandcompany.com

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Page 2 of 2



PROGRAMMING SITE VISIT SUMMARY

Date:	Monday, January 23, 2023	
Project:	Northeast Rowan County Chemical Booster Station	
Location:	1375 Long Ferry Road Salisbury, NC	
Hazen Project:	32506-001	
ON-SITE		
GENERAL:	Dellinger, Inc. (Will Crook)	
INSTRUMENTATION:	Lord & Company (Rafael Balderrama)	
UTILITY:	Salisbury-Rowan Utilities (Lee Bouknight, Jeff Parker)	
ENGINEER:	Hazen and Sawyer (Sara Gibson, Barry Bickerstaff)	
On Site:	Start: 8:15 am	End: 1:00 pm

Summary

1. Tested Caustic Metering Pump No. 1 backpressure valve and pressure relief valve.
 - The pressure gauges on either side of the backpressure valve indicated that no pressure was being induced. Hazen turned the adjustment screw to provide 5 psi of backpressure, but it did not register. Dellinger to test and adjust each backpressure valve (four total) to provide 5 psi of backpressure; replace any that are not functioning as specified (**Dellinger Action Item**).
 - The backpressure valve provided relief at 150 psi. Dellinger to test the other three backpressure relief valves for similar operation (**Dellinger Action Item**).
2. The project team reviewed the current process controls for the caustic metering pumps and identified areas for optimization and improvement.
 - The caustic carrier water is approximately 1.5 gpm of water when it is run in tandem through the orthophosphate carrier water system. This results in a “travel time” of applied caustic feed rate of approximately 12 minutes. Hazen closed the valve to the orthophosphate system in order for the caustic carrier water flow to increase to ~2.5 gpm. This will reduce the “travel time” to approximately 6 to 7 minutes. Hazen recommends maintaining this operation unless the orthophosphate system is required to run.
 - The caustic metering pump feed rate is currently adjusted 1) based on the process flow that is updated every three seconds and 2) a pH trim adjustment every 5 minutes.
 - i. Process Flow: 10% of the differential between the instantaneous flow reading and the previous flow reading is added to the previous flow reading. Trends were reviewed with this “filter flow” calculation against instantaneous process flow readings and the caustic metering pump speed input.
 1. It was determined that the “filter flow” trendline displayed on SCADA is not correct, but it is not being factored into the running calculation. The programming is “filtering” the flow properly, as detailed above.
 2. The observations confirmed that the metering pump speed input generally trends as expected with the process flow.
 3. The project team determined that there may be a benefit to 1) increasing the time interval between process flow readings and 2) taking an average of these

process flow readings over a set period of time for metering pump speed adjustment (instead of instantaneous).

- a. Provide a "Process Flow Interval" operator input for the frequency at which the process flow reading is pulled into SCADA (**Lord & Company Action Item**).
 - i. Initial operator setpoint: 5 seconds
 - ii. Setpoint range: 1 to 60 seconds
 - b. Provide a "Pump Speed Adjustment Interval" operator input for the frequency at which the metering pump speed shall be adjusted. At this time, the metering pump speed would be adjusted based on the average of the process flow readings since the last pump speed adjustment (**Lord & Company Action Item**).
 - i. Initial operator setpoint: 1 minute
 - ii. Setpoint range: 0.25 to 10 minutes
- ii. pH: At the set interval of 5 minutes, the pH reading is compared to the pH setpoint. If the pH is outside of the deadband, the metering pump speed will be increased or decreased at a set % interval.
1. The pH range for the setpoint input is currently 0 to 14. Hazen and SRU request that this be modified to 7.2 to 7.8 to meet regulatory requirements and minimize operator error (**Lord & Company Action Item**).
 - a. Hazen recommends a pH setpoint of 7.4 with a deadband of 0.2.
 2. The programming already provides a "pH Update Time" operator input. The range provided for input will be 1 to 15 minutes (**Lord & Company Action Item**).
 3. SRU requested that programming should include shutting down the caustic metering pumps if the pH is above the deadband **Lord & Company Action Item**.
 - a. The metering pump shall be called to run again if the pH reaches the setpoint (**Lord & Company Action Item**).
3. Lord & Company indicated that the caustic weigh scale transmitter may need to be serviced by Scaletron depending on the issue. Hazen will confirm the issue with SRU and will provide this information to Lord & Company (**Hazen Action Item**).

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Ann Kitalong-Will, Director, Grants Admin/Gov't Relations; Melissa Oleen, Director, RPL
DATE: 2/8/23
SUBJECT: GRANT APPLICATION: RPL Request to Apply for Robertson Family Foundation 2023 Grant

Rowan Public Library is currently engaged in a collaborative project with the Salisbury Post to digitize archival materials owned by the Post. The goal of this project is to preserve these historically valuable materials and make them easily accessible to the public. The Library has successfully received grant funding in partial support of this project. The 2023 grant cycle has been opened up by the Blanche and Julian Robertson Family Foundation.

Rowan Public Library respectfully requests approval to apply for grant funds in the amount of \$145,500 from the Blanche and Julian Robertson Family Foundation 2023 Grant.

Recommendation: Approve Rowan Public Library to apply for the Blanche and Julian Robertson Family Foundation 2023 Grant.

ATTACHMENTS:

Description	Upload Date	Type
RPL Grant Application	2/8/2023	Exhibit
Proposed Project/Grant Budget	2/8/2023	Exhibit
Project Presentation	2/8/2023	Exhibit

**THE BLANCHE AND JULIAN ROBERTSON FAMILY FOUNDATION
2023 GRANT APPLICATION**

Organization Information

Organization Name:

Rowan Public Library

Mailing Address:

Street Address:

201 West Fisher St.

City:

Salisbury

State:

North Carolina

Zip:

28144

Telephone:

704-216-8233

Fax:

704-216-8237

Web Address:

www.rowanpubliclibrary.org

Application Contact Information

Salutation:

Mrs.

Contact First Name:

Melissa

Contact Last Name:

Oleen

Title:

Library Director

Telephone:

704-216-8233

Email Address:

melissa.oleen@rowancountync.gov

Is the contact person listed above also the Executive Director?

Yes

Organization Status

Is the organization a tax exempt charitable organization 501(c)3:

No

Is your organization a:

Government tax-exempt unit:

No

Accredited educational institution:

No

What are the current Assets of the organization?

\$ 8,191,238.00

Does your organization conduct an audit?

Yes

What is your most recent audit date?

06/30/2022

What is your annual operating budget?

\$ 3,667,186.00

List your income from the previous fiscal year:

\$ 278,703.00

List your expenses from the previous fiscal year:

\$ 2,849,811.00

Project Request Information

Project Title:

Salisbury Post Morgue Preservation Project

Grant request amount:

\$ 145,500.00

Total Project Budget:

\$ 227,773.00

Start Date:

11/01/2021

Completion Date:

12/31/2023

Provide a brief project summary (Max words 50)

Salisbury Post, a local newspaper over 100 years old, has been in its current location since 1922 and houses a “morgue” of historical research material. The building was recently sold, putting this extensive archive in jeopardy. Digitizing it ensures its continued preservation while increasing usability and accessibility.

Describe your proposal in detail: (include objectives, background of project, demonstration of need and how funds will be used) (Max words 500)

In July 2020, Salisbury Post editor Josh Bergeron contacted Library Director Melissa Oleen about partnering on a long-term solution for preserving the Post’s morgue ‘as is’ and allowing convenient access to Post staff and RPL patrons. History Room Supervisor Gretchen Witt and Reference Librarian Paul Birkhead consulted with Bergeron, visited the morgue, and developed a comprehensive project plan and budget to meet these objectives. The plan also supports the future possibility of RPL accepting the morgue’s physical contents, should this ever be desired by the Post.

The project’s goal is to preserve morgue contents, which span more than 50 years. The morgue includes 88,000 envelopes of clippings, photographs, brochures, and ephemera unique to Rowan-Salisbury history stored in 30, four-drawer filing cabinets. Reporters still use this archive. With the evolving state of newspapers and the Post office space reduced, the time for preserving this priceless local history collection is now.

This goal’s primary objectives are to 1) perform archival quality scanning and digitizing of this fragile contextual material, 2) preserve digitized documents as one collection with multiple access points, 3) make the digitized collection easily accessible to Post reporters, and 4) provide access to the digitized collection at all RPL branches. As copyright laws cease to apply to morgue materials, RPL will collaborate with the Post to make more content open access via the internet.

RPL’s Edith M. Clark History Room has long been the public access archive to the Salisbury Post. The History Room maintains past issues from 1905 to present on microfilm and specialized indexes. Important issues, such as the 1953 Rowan County Centennial, are

preserved in paper form. RPL recognizes the importance of preserving the Rowan-Salisbury community's shared past and maintaining its availability and accessibility.

The Salisbury Post Morgue Preservation Project (SPMPP) is labor-intensive and will require more than 19,000 hours of scanning to complete. The History Room has only 104 permanent staff hours per week. While a branch librarian (Birkhead) began assisting Witt with the SPMPP in 2020, with these limited staff hours, completion would have taken five years, at minimum. Thanks to the support of community partners, including the 2022 Robertson Foundation Grant Cycle, the SPMPP is much closer to its completion goal of December 2023. Six dedicated scanning stations were purchased to scan materials: two stations were placed in the History Room; two at RPL South and two at RPL West. With current staff scheduling, awarded funds for temporary personnel will be exhausted by early April 2023. Since October 2022, 11 part-time temporary staff have assisted with scanning materials for this large-scale project, using 455 gigabytes of storage and creating 63,449 unique files.

Unless additional funds for temporary personnel are secured, the pace of the SPMPP will slow. Funds from a 2023 Robertson Foundation Grant Award would be utilized to continue employing temporary librarians and associates and ensure the December 2023 goal deadline is met.

Once the SPMPP is complete, scanning stations will be converted to public use, allowing access to the digitized collection.

What funds from other sources have been received or are under consideration for this project? List sources and amounts.

State Library of North Carolina Aid to Public Libraries Fund, \$6,000.00

RPL History Room Gift Fund, \$3,700.00

Blanche and Julian Robertson Family Foundation 2022 Grant Award, \$50,000.00

Friends of RPL, \$3,249.00

Cannon Foundation 2022 Grant Award, \$25,000.00

Salisbury-Rowan Community Foundation Grant Award, \$3,500.00 (pending)

RPL Foundation, donation under consideration

Salisbury News Media, LLC, donation under consideration

RPL is actively working to identify additional grant opportunities and project sponsors.

Are you willing to make this grant application a Challenge Grant (where by no funds from The BJRFF, Inc. will be disbursed until funds are secured from other sources and approved by The BJRFF Board? List sources and amounts.

No. Rowan County Government will not allow county departments to seek grants that require matching funds.

What percentage of your annual budget is spent in Rowan County?

78%

What percentage of your Grant project budget will be spent in Rowan County?

87%

Will local vendors be used for the project?

Yes

How many people do you employ?

71

What percentage of your employees live in Rowan County?

89%

How many people will be impacted by your project?

250000

What is a measurable result you expect to accomplish with this grant? Please be specific in your reply.

By December 2023, the morgue will be completely scanned, enhanced, and full-text searchable. A finding aid to the collection will be created and available online.

Do you have another measurable result you expect to accomplish with this grant?

Yes or No

Yes.

(If Yes), Result 2:

Public access stations to the collection will be available at all four library branches. These stations will be available for the public to freely use with printing available at a nominal cost. History Room visitors are primarily from Salisbury-Rowan but numerous researchers and genealogists travel in from across the United States and foreign countries.

Do you have another measurable result you expect to accomplish with this grant?

Yes or No

Yes.

(If Yes), Result 3:

A copy of the entire digitized collection will be provided to the *Post* along with one scanning/access station for use by *Post* staff and reporters. The morgue research can be conducted remotely as opposed to working in the morgue itself and the refiling of morgue envelopes will dramatically decrease.

How do you plan to fund this project in the future? Explain your sustainability plan (Max words 100)

Once the SPMP is complete, day-to-day digital maintenance and user training and access will be provided by permanent library staff. These costs are already included in RPL's fiscal year budget. Preserving the morgue collections long-term and migrating/adapting its storage and access as technologies advance and digital archiving standards change is already addressed under the History Room's current preservation plan for its digital collections and documents.

Organization Overview

Organization Mission:

Inspiring the spirit of exploration and the power of imagination, promoting the joy of reading, and supporting the life long pursuit of knowledge for all people.

What is the geographic service area being served, such as neighborhood, county-wide, Salisbury area, etc.? (50 words max)

The RPL system serves all Rowan County residents, with four physical locations in Salisbury, China Grove, Cleveland, Rockwell, a 24/7 online E-branch, and mobile outreach. Library cards are free and have no annual fee. All children enrolled in the Rowan-Salisbury School System have a free digital library card.

Organization core services (100 words max)

RPL provides free access to materials and information to support the interests, education, careers, passions and life pursuits of people of all ages and abilities. Librarians assist users in locating, accessing and using information technology. Free computer and WiFi access is available. Meeting and study rooms are available for students, tutors, and community groups. Outreach programs deliver materials to nursing homes and nutrition sites, as well as language development programs, childcare centers, and RSSS NC Pre-K classrooms. Copy, fax, and scan services are available. These services meet RPL's vision of a knowledgeable, progressive, diverse, and economically vibrant Rowan.

Address the qualifications of the organization and the person or persons who will lead this project:

RPL has been serving Rowan County since 1911. Long considered the archive for the *Salisbury Post*, RPL has microfilm from 1905-2020. History Room staff has indexed the paper for the last 10 years and created obituary indexes covering 57+ years. The library is the location most citizens think to visit when looking for news items from the *Salisbury Post*.

Edith M. Clark History Room has a reputation for creating and maintaining quality online exhibits and evolving to ensure accessibility. For example, In the early 2000s, History Room staff created the "Buerbaum Postcard" digital exhibit for the RPL website. Over the years, technology changed and the platform on which the postcards were exhibited became obsolete. History Room staff shifted to another platform and recreated the "Buerbaum Postcard" exhibit, ensuring that those unique images remain available for online viewing.

The 2014 digital exhibit, "Travels with Balfour Pink," highlighted the local granite industry and those who worked in the quarries. Staff digitized glass lantern slides, a very delicate process, from a collection given to the History Room. Additional photographs and ephemera were also digitized to create an online overview of the collection. Other online exhibits by the History Room include "Early Landowners of Rowan County" maps, the Salisbury map of 1904, and the Knox Family tree.

Gretchen Witt supervises the History Room. She has a Master's Degree in Library Science, 15+ years experience as librarian and archivist. Witt has overseen the creation or transfer of the aforementioned online exhibits. Paul Birkhead holds a Master's degree in Library Science and has 17+ years experience as a librarian; he has done much of the work on the existing online exhibits. Both librarians worked on the NCPLDA award-winning project "Through a Soldier's Eyes: Remembering Vietnam". Witt and Birkhead are leading the *Salisbury Post* Morgue Preservation Project.

**Do you need licensing, zoning, or other regulatory approval to conduct the project?
Yes or No**

No

If yes, please explain: .

Have you received a grant from The Blanche and Julian Robertson Family Foundation in the last 3 years?

Yes or No

Yes

Year:

2022

Grant amount:

\$50,000.00

Project:

Salisbury Post Morgue Preservation Project

***Add another Grant year?**

Yes or No

No.

Project Impact

What is the main area of impact for your grant? Choose one:

History and Preservation

Attachments

Please upload the following documentation in support of your application:

1. Current list of Board of Directors or Board of Trustees: (Please identify Gender & Race):
Attached
2. Recent 990 Form or financial report:
Attached
3. IRS 501(c) 3 or appropriate tax determination status letter:
Attached
4. Project budget:
Attached
5. Organization's annual budget for current fiscal year, including income and expenses:
Attached
6. Organization's annual budget for the previous year, including income and expenses:
Attached
7. Please submit any pictures that correlate with your project:
Attached

Certification

Do you certify that this application has been reviewed by the organization's governing body and chief executive officer and approved for submission, all information provided is accurate to the best of your knowledge and the project and schedule as presented will be addressed:

Yes.

Electronic Signature - of Representative requesting grant

SALISBURY POST MORGUE PRESERVATION PROJECT

PROJECT BUDGET 2023

Current 2023 Project Grant Funding Request \$ 145,500.00

PERSONNEL _____

At the beginning of this one-time project, it was estimated that total completion would take over 19,000 hours.* This is the equivalent of one person working 40 hours a week on the project for *nine* years. With funds provided by the BJRFF in 2022, RPL hired 11 part-time temporary staff who began scanning the more than 88,000 morgue envelopes in October. In the few months since, 455 gigabytes of data have been preserved and 63,449 unique files created thus far: The Church section of the “morgue” has been digitized; the Business section is nearly complete; and the other two sections, General and People, are in process.

The 2023 project grant funding request would enable the continued employment of current part-time temporary staff (two PT librarians and nine PT associates) and the hiring of additional part-time temporary staff as needed. (For example, two temporary associates submitted their resignations January 30, 2023 to accept full-time opportunities elsewhere.) Part-time temporary associates would continue to work up to 16 hours per week and part-time temporary librarians up to 20 hours per week. Altogether, the request grant funds would provide up to 7,000 hours of dedicated staff time to the project and help facilitate its completion by the end of 2023. Existing library staff and volunteers would provide the remaining project hours.

The cost for a part-time temporary librarian at Rowan County salary grade 15 at 20 hrs/week for 8 months including benefits is approximately \$17,730. Hiring practices would be in accordance with County hiring practices and procedures. Eligible candidates would meet the RoCo librarian job description and have archival and supervisory experience.

At least eighty percent of our part-time temporary staff has been associate-level, and we expect this trend to continue. Part-time temporary library associates would also be hired in accordance with County hiring practices and procedures. The cost for a part-time temporary associate at Rowan County salary grade 8 at 16 hrs/week for 8 months is approximately \$9,600. Eligible candidates would meet the RoCo Job Description minimum qualifications and receive on the job training in archival preservation methods and archival digitization processes.

Proposed 2022 Temporary Staffing Budget for the Project: \$199,303.00

EQUIPMENT _____

Five Large-format flatbed scanners	\$16,995	(purchased)
Five Windows laptops	\$6,245	(purchased)
Six High-capacity mobile storage units	\$1,380	(purchased)
Five Flat Shelf Book Trucks	\$2,850	(purchased)

Overall Equipment Budget: \$27,470.00

ARCHIVAL SUPPLIES _____

This budget line covers basic archival and office supplies such as acid free manuscript boxes and photo sleeves, cotton gloves, paper and archival quality storage and transport containers.

Overall Archival Supplies: \$1,000.00 (purchased)

PROJECT INCOME SOURCES _____

State Library of North Carolina Aid to Public Libraries Fund, \$6,000.00

RPL History Room Gift Fund, \$3,700.00

Blanche & Julian Robertson Family Foundation 2022 Grant Award, \$50,000.00

Friends of RPL, \$3,249.00 donation (equipment)

Cannon Foundation 2022 Grant Award, \$25,000.00 (equipment)

Salisbury-Rowan Community Foundation Grant Award, \$3,500.00 (pending)

RPL Foundation, donation under consideration


Salisbury News Media, LLC, donation under consideration

Total Anticipated Project Budget: \$ 227,773.00

*This number was arrived at by taking random morgue envelopes and tracking how long it took to prep and scan physical items, optimize the digital files and replace physical items back in the envelope.

***Salisbury Post* Morgue Preservation Project**



**ROWAN
PUBLIC
LIBRARY**

Edith M. Clark
History Room

Be an original.™

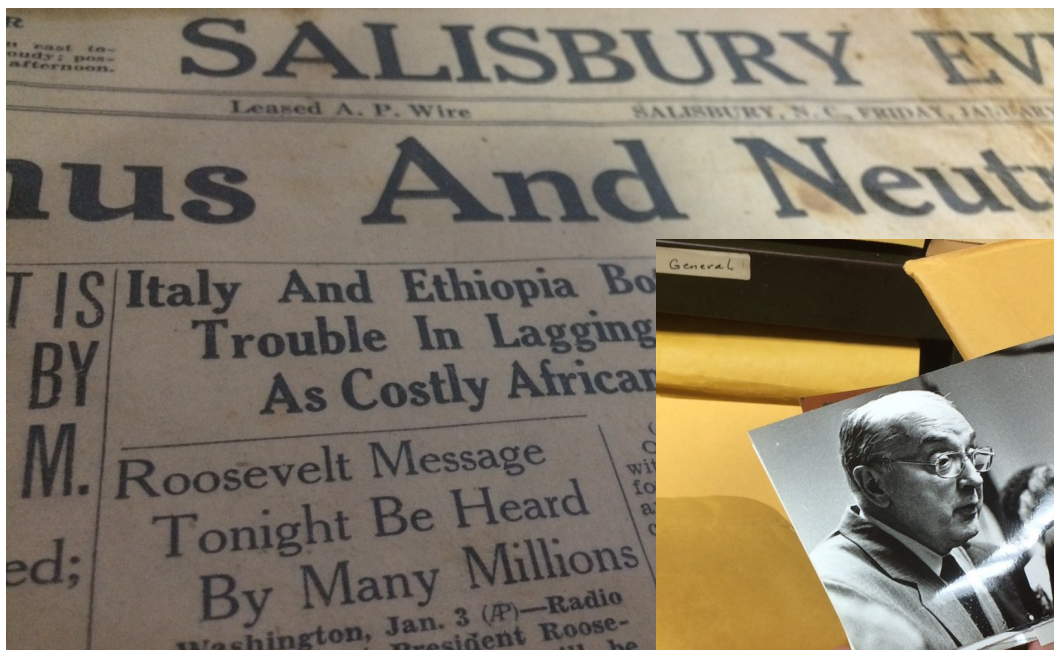


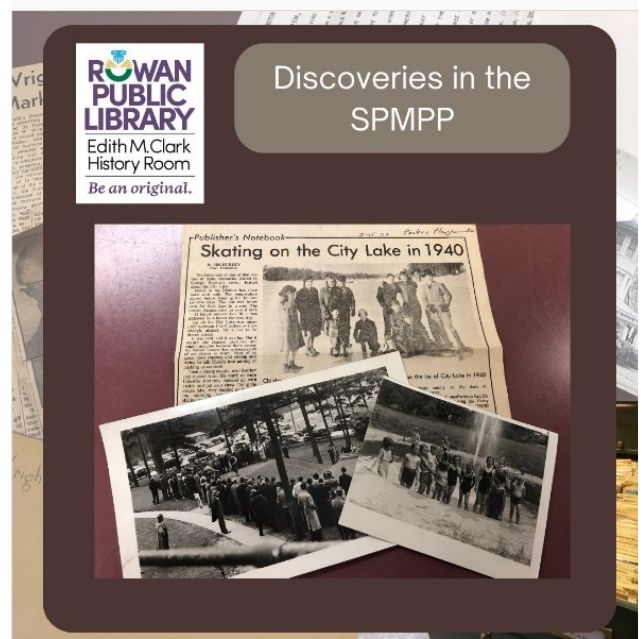
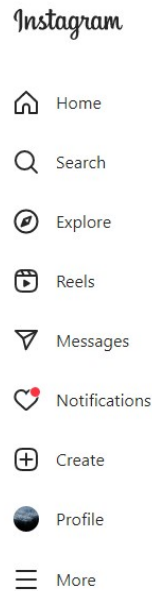
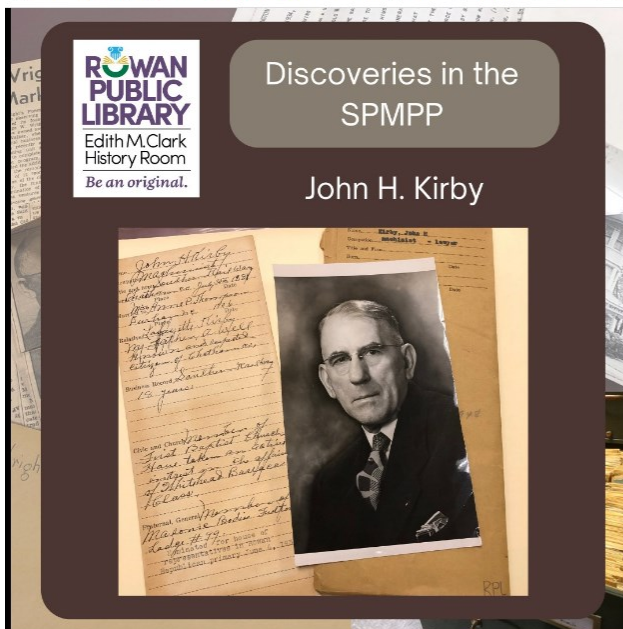
The morgue is still used by the *Salisbury Post*. While no longer rigorously maintained by staff, its content remains organized.



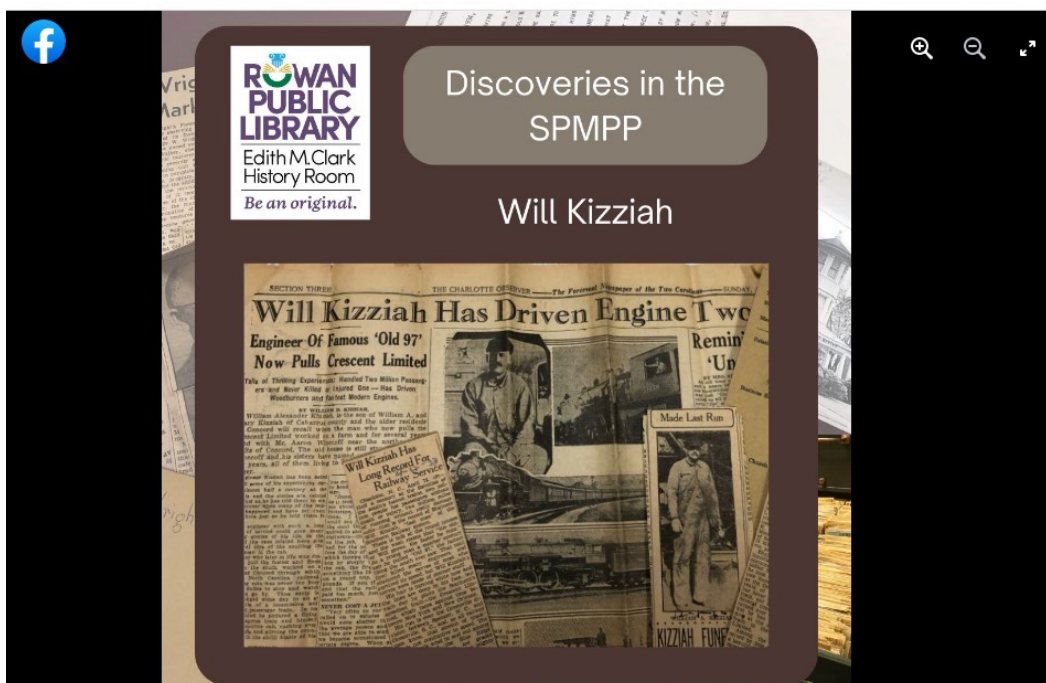
With the *Post's* building recently sold, the morgue's contents are in danger of being split up and lost.

The morgue is the original reporters' “Google”. Preserved intact, students of journalism, history, genealogy, communication, and information science will benefit from studying how a small-town newspaper gathered and provided information to reporters charged with delivering the news of the world to local residents.





Digitizing the morgue will preserve unique local history to share with future generations. RPL is already highlighting interesting “Discoveries” on social media.



With the *Post's* office space reducing and the changing nature of the newspaper business, the time to preserve the morgue is now.

RPL wants to preserve morgue contents and make it accessible to the public so that everyone can appreciate and learn from this one-of-a-kind, primary local history resource.



ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Ann Kitalong-Will, Director, Grants Admin/Gov't Relations; Melissa Oleen, Director, RPL
DATE: 2/8/23
SUBJECT: GRANT APPLICATION: RPL Request to Apply for LSTA Grant Funding

The annual grant cycle of the NC 2023-24 Library Services and Technology Act (LSTA) has opened, with grant applications due to the State Library of North Carolina by March 1, 2023. The LSTA is federal funding through the Institute of Museum and Library Services, and administered by the SLNC as a competitive grant program. According the LSTA website: "*LSTA grants are awarded in response to specific needs of public, academic and community college libraries. These federal funds are investments that help libraries deliver relevant and up-to-date services to their communities.*"

Proposed Project:

RPL is proposing a grant funded project, "Podcast Production Studio and Instructional Space. The addition of a podcast production studio and instructional space will advance RPL's digital inclusion initiative, providing more users the opportunity to participate in and benefit from our growing information society. RPL is requesting \$13,464.85 with a County match of \$4,488.28.

Recommendation

Approve Rowan Public Library to apply for 2023-24 LSTA grant funding of \$13,464.85 with a County match of \$4,488.28.

ATTACHMENTS:

Description	Upload Date	Type
LSTA Grant Application	2/9/2023	Exhibit
LSTA Proposed Budget	2/9/2023	Exhibit
Proposed Timeline	2/9/2023	Exhibit
Letters of Support	2/9/2023	Exhibit

EZ Grant Application

State Library of North Carolina

Application Information

Project Name*

Provide a title that briefly describes your project. Avoid using acronyms.

Podcast Production Studio and Instructional Space

Character Limit: 50

Project Abstract*

Clearly and concisely summarize the project. Abstracts should be written for a public audience and will be published online. Avoid acronyms, abbreviations, individuals names, dollar amounts, lists, etc. *Character Limit: 800*

Rowan Public Library's community will benefit from the creation of a Podcast Production Studio and Instructional Space. A dedicated studio space outfitted with professional recording equipment will provide creative learning opportunities for RPL's patrons, including information programs and recording access. Local organizations and institutions will also be able to utilize the space, providing students, teachers, and others a platform for message delivery they might not otherwise have.

RPL staff have the expertise to facilitate this project to a successful end. Staff began producing the library's first podcast in late 2021; the quarterly *Gather Round Good People* focuses on regional folk music, and the seventh episode is now in production.

This grant award would provide the digital audio equipment and materials needed to acoustically re-condition the Headquarters branch's Makerspace to create the needed space.

Digitization Grant*

Is this a digitization grant? Additional questions are required for digitization grants and will be added to the application if "Yes" is selected.

Choices

Yes

No

Planning Grant*

Is this a strategic planning/needs assessment grant? Additional questions are required for planning grants and will be added to the application if "Yes" is selected.

Choices

Yes

No

User and Needs

Who are the library users?*

Who are the current or potential library users this project will benefit? Describe the community to be served using demographic statistics, library records, surveys, or other relevant data to support your statement

Character Limit: 7000

Rowan Public Library serves a population of 148,565 persons. In fiscal year 2022, the library had 94,006 registered users and logged 235,186 visits across four branches. The population of Rowan County grew by 7.3% between 2010 and 2022. The State of North Carolina expects the population of Rowan County to increase by 5.9% through 2030.

RPL strives to support a knowledgeable, diverse and economically vibrant Rowan. To these ends, RPL provides free access to materials and information in a variety of formats to support the interests, education, careers, passions and life pursuits of citizens of all ages and abilities; it also provides access to technologies necessary to participate in today's information sharing economy. Each of RPL's four branches has computer labs that include scanners, copiers, printers, and also offers converters, headphones, and select special equipment.

A Podcast Production Studio and Instructional Space will be an additional resource for a diverse audience of patrons, allowing them to gain the knowledge and experience to fully participate in the digital information conversation. Additionally, students and faculty from private, public, and home schools, as well as colleges and other institutions of higher learning, will be able to utilize the studio and equipment.

What is the need?*

State the need and describe how the need was determined. The statement of need includes a well-defined benefit or planned benefit to patrons demonstrating it is user-focused.

Character Limit: 7000

Podcasts have become a popular means of learning and knowledge sharing. The innately mobile nature of podcasts makes it easy for listeners to tune in, and the multitude of podcast-sharing platforms makes participating in this information market appealing to many content creators. However, in order to engage with podcasts as listener or creator, access to specific technologies are necessary.

The addition of a podcast production studio and instructional space will advance RPL's digital inclusion initiative, providing more users the opportunity to participate in and benefit from our growing information society. RPL staff regularly assist patrons with technology and communication needs; the addition of a podcast studio will provide yet another solution that can be offered to interested users. The professional recording equipment will also be mobile, providing many options for programming and outreach. Combined, the dedicated studio space and equipment will provide creative learning opportunities, including information programs and recording access. Local organizations and institutions will also be able to utilize the space and equipment, providing students, teachers, nonprofit agencies, and others a platform for message

delivery they might not otherwise have.

RPL staff have the expertise to facilitate this project to a successful end. The idea grew out of response to the library's first podcast, which was produced by staff in late 2021. The quarterly *Gather Round Good People* is dedicated to informing listeners about the stories behind featured folk songs with a local, regional, or state-wide connection, and its seventh episode is now in production. The positive feedback offered unsolicited by its listeners combined with the ubiquitous nature and importance of podcasts in our information-driven society led to this grant application. The LSTA grant award will ensure that members of the Rowan community have access to learning and practicing these necessary technology skills.

User and Needs – Planning Grant

Who are the library users?*

How will current and potential library users benefit from this planning project? Describe your current and potential library users and some of the long term benefits you expect to see as a result of this project.

Character Limit: 7000

What is the need?*

Why is a planning project needed at this time for your current and potential library users? State the user focused need and describe how the need was determined. The statement of need includes a well-defined benefit or planned benefit to patrons demonstrating it is user focused. Describe why a consultant is needed to accomplish the planning. If a consultant was used in an LSTA funded planning project in the past five years, describe why another is needed.

Character Limit: 7000

Project Description

What do you plan to do?*

What do you want to do to solve or address the need state in the Users and Needs section? Include target numbers for what will be better of different for library users. For example: How many classes do you plan to offer? How many participants are expected to attend? How many additional computer hours will available to library users?

Character Limit: 7000

The LSTA grant award will support RPL's digital inclusion initiative by enabling the transformation of the Headquarters branch's current Makerspace to also provide a dedicated, acoustic-friendly studio space featuring professional, yet user friendly, recording equipment. After an orientation by RPL staff, users will be able to take advantage of modern equipment in a soundproof environment. The space will be usable by individuals and small groups, including students from local colleges and schools. The Makerspace/Podcast Studio has a glass wall that faces a large seating area, providing a venue for special programs and presentations.

Because of the fully outfitted studio, RPL will be able to regularly offer programs that will teach

users about digital storytelling, audio production, editing, interviewing and other marketable skills. Programming around such themes as community storytelling, local history, writing, and performance would also be featured. A multitude of creative partnerships are expected, including hosting students/classes from local public, private, and home schools as well as local colleges; featuring presenters on special topics, particularly in the field of history; and collaborations with other local agencies to share useful and timely information with the community. Informational programs designed for teens and/or adults and presented by RPL staff will be offered at least four times a year with an expected audience of 12-20 participants.

The Podcast Studio will also provide individuals and groups with the opportunity to reserve the space for use. Trained RPL staff will provide an orientation before first use, and trained Information Desk staff will be available to assist as needed. It's anticipated that the studio will be available for public use and reservation at least 40 hours each week.

Additionally, the Podcast Studio will strengthen RPL's own informational offerings to the community by ensuring the continuation of its current podcast *Gather Round Good People* and allowing the creation of additional audio productions, such as a series dedicated to featuring select holdings from RPL's Edith M. Clark History Room.

Why this approach?*

Why was this solution selected? Why not something else? Include research you may have done to strengthen the rationale of this solution.

Character Limit: 5000

Like most public libraries, RPL's space is limited and valuable. Renovating the Makerspace to double as a podcast studio maximizes the room and makes good use of the nearby seating area. Including mobile recording equipment enables users to take their projects on the road, so to speak, and then return to the studio to edit their final pieces. In other cases, such as adult outreach, it allows librarians to take the equipment to the home-bound user, allowing them an opportunity to engage in information sharing and creation that they would otherwise be denied. Library staff seek to create a space that will be heavily used by individuals, groups, and local partners. Staff chose to pursue transforming the space into a podcast production studio due to the increasing popularity of the audio genre and the user-friendly equipment that can be purchased. Unlike some technologies, potential users can be easily and quickly trained to use the available equipment and produce quality content that will meet their needs.

What outcomes will come from a successful project?*

If this project is successful, what outcomes will result from this grant? **What is the goal?** Outcomes are changes in the user's behavior, attitudes, skills, knowledge, status, or life condition.

Character Limit: 5000

The Podcast Studio will provide novice users an entry point into learning about the world of podcasting and audio production from the ground up. For other users, the studio will hone their

skillsets. All users will gain digital storytelling skills, learn interviewing techniques, experience studio and/or field recording, and apply audio editing and mixing methods.

The dedicated studio and its equipment will generate informative and creative programming. Proposed topics include basic podcasting skills; an introduction to broadcast journalism, presented in partnership with local schools and colleges; personal history interviews with residents at senior care facilities; community storytelling; and explorations of key points in local history.

A successful Podcast Studio will foster civic connections and facilitate users' work with the technology. It will generate 4-6 programs each calendar year that serve the Rowan community well. It will serve as an engaging locus of creative energy and be utilized by individual users, students, teachers, and other local agencies.

How will expenditures support your goal?*

Provide a narrative that describes the costs for the project and how these costs will support the project's goal. Show how costs are reasonable and necessary for the success of the project. Use quantity and cost per item to demonstrate how costs are reasonable and necessary. You should explain how the costs associated with each line item or category of the budget relate to the implementation of the project.

Character Limit: 3500

Due to the popularity of podcast production, audio recorder manufacturers now create equipment with the podcaster in mind. Ideally, equipment for the Podcast Production Studio and Instruction Space will include the following:

Rode RODEcaster Pro II 4-Person Podcasting Kit with PodMics, Broadcast Arms, and Headphones (1 bundled package budgeted)

The podcast specific Rodecaster Pro-II as a bundled package that includes four sets of condenser microphones, boom stands, and headphones represents a cost savings and is user-friendly.

Zoom H6 Four Track Portable Stereo Recorder Bundle with Custom Waterproof Case and 128GB Class 10 SanDisk SD (2 bundled packages budgeted)

The Zoom H6 can be purchased as a bundle that includes a waterproof case and a 128G micro-SD card. The micro-SD card will hold up to 500 hours of digital audio and the case will protect the device as it is transported to various locations. Two portable stereo recorders are budgeted to allow one for short-term circulation and one for on-site use. The Zoom H6 can also serve as an all-in-one production and postproduction editor if the studio-based recorder is in use by others.

IK Multimedia iLoud Powered Studio Speakers (1 set budgeted)

The IK Multimedia iLoud powered studio speakers are ideal for desktop sound mixing and represent a "middle path" solution. Because the studio space is not very large, it is not prudent to invest in a system more powerful than needed. The speakers get high marks for sound reproduction at a reasonable price. Quality speakers are essential for evaluating the work

generated and will help ensure the smallest of errors do not appear in any publicly released productions.

MacBook Pro M2 Max (1 laptop budgeted)

A laptop computer is used as a postproduction editing platform. It must be robust enough to manage the dual rigors of public use and a high level of digital input. Apple laptops are intuitive to use and have a reputation of reliability. A MacBook Pro M2 represents the newest technology available from Apple housed inside a strong metal case. For processing digital audio, it is recommended that the baseline memory needed start at 16G, and the Pro M2 has 32G. Another benefit to using an Apple product is that all Rowan County public school students are issued an iPad for use, so that audience will already be acquainted with the company's interface.

Gold Series Vocal Soundproof Booth with window (1 booth budgeted)

In the field of audio recording, having access to an acoustically quiet space is crucial for success. With a soundproof booth in place, the public will have use of a specialized creative environment typically only found in pay-by-the-hour recording studios. Users will note their productions sound comparable to professional recordings which will build confidence. The recording booth is large enough to seat two people in an interview situation, yet still allow for ample usable space within the room proper. Booths must be quietly ventilated, the proper size for the space, and actually be soundproof. The Gold Series booth is favored because it can be ordered in custom sizes with a 5' x 7' booth being ideal for the instructional space. The Gold Series also has an added ½" absorption material for greater sound control. An added benefit is that the shipping container can be reused if the booth needs to be transported to another location.

Acoustic Foam Panels for Studio Space (4 packs budgeted containing 48 sq ft of foam)**Sound Absorbing Curtains (3 curtains budgeted to cover large window)**

The Makerspace that will house the Podcast Studio has high ceilings, concrete walls, and a large window. It also shares a wall with a conference room, which allows some sound seepage. The installation of acoustic tiles and sound dampening curtains will improve the room's usability and create a distraction-free zone for learning.

Paid SoundCloud account (1 account budgeted)

Currently, the library uses the free version of SoundCloud to host its podcast. In anticipation of a higher quantity of digital content creation that new programming will generate, an upgrade to a paid, professional level SoundCloud account is needed.

How will the library sustain this project?*

A successful project may set an expectation that the library will continue to offer the program/service after the funding period has ended. How will the library sustain the programs/services offered through this grant for library users? How will the library replace/update hardware or equipment purchased for this project when it ages out?

Character Limit: 3500

To inform the community about the Podcast Studio and its offerings, an intensive promotional campaign will be conducted using the library's website, social media outlets, and print flyers.

Additionally, librarians will make personal contact with various stakeholders and users such as public and private schools, local university and college department heads, and civic organizations.

Once the Podcast Studio is outfitted with its equipment and procedures for new user orientation and general usage (i.e. how to make a reservation, etc.) are defined, the project will be self-sustaining. Users will be able to utilize the equipment and/or space to produce their podcasts, and RPL programmers will be able to utilize the same to offer quality, informational programs to the community at large.

The professional grade equipment proposed for purchase should last many years. If a need arises involving the repair or replacement of equipment, requests to community partners and the Friends of Rowan Public Library would be put forward.

Who are your partners?

Provide the name any project partner(s), describe their contribution to the project, explain their roles and responsibilities in the project, and describe the benefit and potential impacts of the project to the partner.

Character Limit: 3500

The Friends of Rowan Public Library provides support for RPL's annual Summer Reading programming for all ages, RPL's Virtual Author Series, and more. They operate the Second Saturday Bookshop, and the sale proceeds go towards supporting RPL programs and events. The Friends of RPL will provide financial support and allow for advertisement of the Podcast Studio in their monthly newsletter. The Podcast Studio upholds the Friends of RPL's mission while also providing the organization an additional platform through which information about their work and the library programs that they support can be shared with the community (through podcasts, audio sound bites, etc.).

Catawba College is a private, liberal arts college with communications programs that include digital media production and digital cultures. It is also home to the Greg and Missie Alcorn Digital Learning Lab. Programs and events at the Podcast Studio will be promoted on Catawba College bulletin boards and to faculty; faculty and students will be invited to use the studio as well. The Podcast Studio will support equitable access to modern technologies and ensure the subsequent ability to produce creative products and actively participate in our information-sharing-driven society and the conversation at large.

Livingstone College is a private historically black college with programs that include business administration, computer information systems, and liberal arts degrees. It is also home to the Andrew Carnegie Library. Programs and events at the Podcast Studio will be promoted on Livingstone College bulletin boards and to faculty; faculty and students will be invited to use the studio as well. The Podcast Studio will support equitable access to modern technologies and ensure the subsequent ability to produce creative products and actively participate in our information-sharing-driven society and the conversation at large.

Project Description – Planning Grant

~~What do you plan to do?*~~

Describe the type of planning you wish to carry out and why the consultant was selected for this project.

Character Limit: 7000

~~How will you engage with stakeholders?*~~

Describe how the library proposes to involve the community in the planning efforts (e.g., current or potential library users, trustees, community residents, community leaders, local government officials, institution staff and administration, local IT staff).

Character Limit: 5000

~~What are the responsibilities of the consultant and staff?*~~

Describe the consultant's key responsibilities and describe library staff member's key responsibilities.

Character Limit: 3500

~~What outcomes will come from a successful project?*~~

If this project is successful, what outcome(s) will result from this grant? **~~What is the goal?~~** Outcomes are changes in the user's behavior, attitudes, skills, knowledge, status, or life condition.

Character Limit: 5000

~~How will the library implement this plan?*~~

A successful project will set an expectation that the library will implement the plan after the funding period has ended. How will the library implement the plan?

Character Limit: 3500

~~Who are your partners?~~

Provide the name any project partner(s), describe their contribution to the project, explain their roles and responsibilities in the project, and describe the benefit and potential impacts of the project to the partner.

Character Limit: 3500

Evaluation

~~What output data will you collect?*~~

Before and after data is important to accurately measure and report effectiveness. How will you document before and after "outputs".

Outputs are the **countable products** (the number of workshops taught, the number of objects scanned, or the number of website views)?

Character Limit: 3500

Countable products for this project will include

- The number of informational programs offered to the public each calendar year (minimum 4-6)
- The number of individuals and groups who reserve the Podcast Studio
- The number of local agencies and organizations, including schools, who reserve the Podcast Studio or partner with RPL to offer programming that utilizes the Studio's equipment
- The number of podcasts produced by RPL and the subsequent number of listens
- The number of podcasts produced by non-RPL individuals or groups and the subsequent number of listens

What outcomes will you collect?*

How will you determine whether the project reached or moved toward the project goals? After implementing the program or plan, how will you document the "outcomes".

Outcomes are the changes brought about, in part, because of the project in the user's **behavior, attitudes, skills, knowledge, status, or life condition**? Use of outcome-based evaluation is recommended.

Character Limit: 3500

Outcomes for this project will be documented through

- Self-assessments by public user trainees who wish to utilize the Podcast Studio and/or its equipment before and after their orientation is held
- Surveys completed by individuals and groups about their experience reserving and using the Podcast Studio
- Satisfaction surveys completed by attendees of RPL-offered informational programs that utilize the Podcast Studio and/or its equipment
- Self-assessments completed by attendees of RPL-offered technology skill-building programs that utilize the Podcast Studio and/or its equipment
- Surveys completed by listeners of RPL-offered informational podcasts
- Feedback gathered from teachers and faculty who utilize the Podcast Studio and/or its equipment in their classes/with their students

Timeline

Timeline*

Upload a completed timeline form. The timeline should have at least one entry for each month of the funding period and should be prepared in consultation with any partner(s). Include details such as planning meetings, training, testing, significant project targets and milestones, outreach to the potential audience(s), and evaluation activities. Be sure to allow for the local institutional approval process and grant program deadlines.

Save the completed timeline form as a pdf and upload.

File Size Limit: 2 MB

Budget

Budget Table*

Upload a completed budget form. Use the instructions to identify and describe all LSTA and matching expenditures. Reference the allowable expenditures and unallowable expenditures as needed.

Save the completed budget form as a pdf and upload.

File Size Limit: 2 MB

LSTA Amount Requested*

Enter the amount of total LSTA Funds requested for this project as shown under #9 of the uploaded budget.

Character Limit: 20

\$13,464.85

Matching Funds Contribution*

Enter the amount of planned Matching Funds requested for this project as shown under #9 of the uploaded budget.

Character Limit: 20

\$4,488.28

Select the % of matching funds required.*

Identify the % of matching funds required: 25%, OR 10% if this project has a partner that will contribute specific deliverables to the project in a new or expanded way. Required Matching Funds are calculated against the Total Project Cost (less IDC). To calculate the required match, select method #1 or #2:

1. Add all budgeted costs together to obtain a Total. To determine the required match, divide the Total by 4 for 25% match or divide by 10 for a 10% match
2. Add all budgeted costs together to obtain a Total. To determine the required match, multiply the Total by .25 for 25% match or multiply by .10 for a 10% match

Choices

10%

25%

Where are your matching funds coming from?*

Identify the source(s) of matching funds such as a partner, Friends group, foundation, local business, library budget, etc.

Choices

Library budget

Grant partner

Friends group

Foundation (including college foundations)

Local business

Other

Other Documentation

Letters of Support

Attach any letters of support as one file.

File Size Limit: 2 MB

See attached letters from the Friends of Rowan Public Library, Catawba College, and Livingstone College.

~~Digitization Grant—Additional Questions~~

~~Prior to applying for this grant, prospective applicants should have:~~

- ~~• Reviewed information about planning a Digital Project;~~
- ~~• Identified the materials that will form the basis of the digital project;~~
- ~~• Surveyed other existing digital collections to determine whether the materials are already freely available online;~~
- ~~• Reviewed the physical condition of materials to be digitized to be sure that they can be handled and digitized without causing significant harm to the originals;~~
- ~~• Ensured that materials are arranged and described with adequate access points;~~
- ~~• Ensured that the library has clear and undisputed ownership of the materials to be made available online;~~
- ~~• Reviewed the rights status of all materials to be digitized, to determine whether or not they are in copyright and, if in copyright, whether or not the library has permission to or is justified in sharing the items online; and~~
- ~~• Surveyed existing technological capacity and identified areas of need for project completion and sustainability.~~

~~Scope, Content, and Need*~~

~~Succinctly describe the materials, including quantity, that you propose to digitize and make available. How are materials to be included in the digital project currently arranged and described (finding aids, indices, catalog records, and/or inventories)? How are these materials important to the cultural heritage of North Carolina? If the materials have statewide significance, please describe.~~

~~*Character Limit: 5000*~~

~~Attach a two page sample of items arrangement and description*~~

~~*File Size Limit: 2 MB*~~

Rights and Permissions*

Describe the process the library, and/or any partners, have taken to determine the rights status of the materials to be included in the digital project, and the determinations made regarding the ability to digitize and share those items online. Be sure to mention any documentation obtained from rights holders, if applicable.

Character Limit: 2500

Digitization*

Describe the standards and best practices to be used for digitization. Digital Projects that include digitization of materials must, at a minimum, follow the standards and practices outlined in North Carolina's Digitization Guidelines.

Character Limit: 2500

Access*

What methods of digital access (cataloging, indexing, online mark up, etc.) are you planning to use for your proposed project? Describe what kinds of metadata you will use and why. (At a *minimum*, this grant program requires 1) Dublin Core metadata at the collection level on the presentation web site and/or 2) MARC cataloging of library materials in a library online system with the appropriate linkage between the online version and the online catalog record via the MARC 856 field.)

Character Limit: 2500

Capacity and Sustainability*

1. List the staff who will participate in the project and describe their expertise in the following areas: cultural heritage collections, including general management as well as traditional methods of preservation and access; digitization; web presentation; information technology support; and grant management.
2. Describe the information technology infrastructure and institutional support available to host, deliver, and maintain the digital product.

Character Limit: 5000

Outsourcing

If you are planning to outsource any portion of your project, include the following:

1. State exactly what services the vendor will be providing and your rationale for selecting these services (including justification of cost effectiveness).
2. Describe your selection criteria and how you chose your selected vendor.
3. Note any prior experience you have had with this vendor and describe any trial or demonstration you undertook during your planning process.

Character Limit: 5000

Planning Grant Additional Questions

Consultant's Budget*

Attach budget information from the proposed consultant that shows how the costs for services were calculated including, but not limited to, projected hours/days to be worked, fees, travel expenses, and other project related expenditures.

File Size Limit: 2 MB

Consultant's Resume*

Attach a brief resume (4 page maximum) that contains the consultant's/consultants firm name and address along with three references, with contact names, addresses, and telephone numbers, which demonstrates the consultant has experience in performing required activities.

File Size Limit: 2 MB

Certification

Authorizing Official Name*

Enter the name of your library's authorizing official. The authorizing official is the person who is allowed to accept federal grant funds on behalf of your organization is commonly, a county or city manager, board chair, or dean of sponsored programs.

Character Limit: 100

Aaron Church

Authorizing Official Email*

Enter the email address of your library's authorizing official.

Character Limit: 254

Aaron.Church@rowancountync.gov

Important

Complete the Signature Page via the online DocuSign Form.

This form must be completely signed by the Library Director and the Authorizing Official for your library. LSTA staff will automatically receive the signed copy of the Signature Page. If the signature page is not signed by both the Library Director and Authorizing Official by 11:59 pm on March 1, 2023 your application will be considered incomplete and won't be reviewed.

If you are having trouble receiving DocuSign emails, look at these solutions.

If you are not able to complete the Signature Page via DocuSign, please email lsta@ncdcr.gov for an alternate solution.

[illegible]

3. Travel, library staff only

[illegible]

4. Supplies

[illegible]

8. Indirect Costs

The library chooses not to include Indirect Costs

The library chooses a rate not to exceed 10% of modified total Direct Costs (MTDC)

The library has a rate of _____% that has been negotiated with a federal agency.

Rate and Base	Year 1			Year 2 (Project Grant only)			Year 3 (Project Grant only)		
	Matching Funds	LSTA Funds	Total Funds	Matching Funds	LSTA Funds	Total Funds	Matching Funds	LSTA Funds	Total Funds
Indirect Costs Subtotal									

9. Total Project Costs

	Year 1			Year 2 (Project Grant only)			Year 3 (Project Grant only)		
	Matching Funds	LSTA Funds	Total Funds	Matching Funds	LSTA Funds	Total Funds	Matching Funds	LSTA Funds	Total Funds
Total Costs (7+8)									

10. Matching Calculator

	Year 1		Year 2 (Project Grant only)		Year 3 (Project Grant only)	
	Budgeted Match	Required Match	Budgeted Match	Required Match	Budgeted Match	Required Match
Match Amounts		10% or 25%		33%		50%

LSTA Grant Timeline



Summarize project actions/activities along with responsible parties (include partners if applicable) for each month of the grant period. Include significant project targets and milestones, outreach, and evaluation activities. Allow time for local institutional processes and grant deadlines.

Month	Summary of project actions/activities	Responsible Parties
July		
August		
September		
October		

Month	Summary of project actions/activities	Responsible Parties
November		
December		
January		
February		
March		

Month	Summary of project actions/activities	Responsible Parties
April		
May		
June		
July (Note: This is for closeout activities only)		
August & September (Note: This is for closeout activities only)		



Livingstone College

701 W. MONROE ST.
SALISBURY, NC 28144

January 30, 2023

Laura A. Johnson, Director of Library Services
Andrew Carnegie Library
Livingstone College
701 W. Monroe Street
Salisbury, NC 28144

Re: Letter of Support for the Rowan Public Library – Podcast Studio and Instructional Space
Rowan Public Library – Headquarters
201 W. Fisher Street
Salisbury, NC 28144

LSTA EZ Grant
Review Panel

The Andrew Carnegie Library is excited to write this letter of support for the Rowan Public Library to provide a Podcast Production Studio and Instructional Space in their current Makerspace.

In addition to providing this service for the community, this production and instructional space will also benefit the students at Livingstone College as well as other small institutions and organizations in the area. Having the use of technology to produce their own podcasts and extra meeting places would be helpful to students, faculty, and staff. The students at Livingstone use the public library regularly.

The Andrew Carnegie Library is committed to participating in projects with Rowan Public Library.

Laura A. Johnson
ljohnson@livingstone.edu
704-216-6029

January 26, 2023

To Whom It May Concern:

I currently serve as the Director of Digital Pedagogy and Scholarship at the Corriher-Linn-Black Library at Catawba College. In this role, I also supervise the Greg and Missie Alcorn Digital Learning Lab at Catawba College where we have a variety of resources available for student and faculty use as they create and imagine new ways to construct and convey their knowledge and content expertise.

I would like to take this opportunity to offer my support of the Podcast Production Studio project applied for by the Rowan County Public Library. Seeing this technology available to all county residents ensures equitable access to emerging technologies and will increase communication and representation for all patrons.

The studio will allow our students to access equipment and leverage community resources to serve a variety of patron types. It will also be exciting to collaborate with librarians from the public library for projects and programs utilizing the studio space and materials. Currently, we have a planned tour of our Digital Learning Lab in March for Rowan County librarians and my hope is to identify collaboration opportunities for the future. Access to a podcasting studio will leverage new technologies and tools as we create opportunities to serve the Rowan County community.

This exciting and innovative project has my wholehearted support and I look forward to future collaborations with these librarians.

Sincerely,

Amanda Bosch

Director of Digital Pedagogy and Scholarship



CATAWBA COLLEGE

Scholarship. Character. Culture. Service.

2300 W. Innes St. Salisbury, NC 28144

704-637-4379

abosch@catawba.edu

January 30, 2023

Dear LSTA EZ:

Please allow me to recommend Rowan Public Library in Salisbury, NC, for an LSTA EZ Grant.

Our library, with its four county branches, hopes to outfit the current Makerspace with a Podcast Production Studio and Instructional Space at the main branch. The studio and instructional space will provide opportunities for patrons to use the studio to produce their own podcasts/audio projects, for classes to be taught, and for support to be offered to other organizations and county departments.

The library intends for the current *Gather Round Good People* podcast to continue and for programming options to expand if the studio and instructional space becomes reality. Rowan County currently has no such public place, and, with the assistance of our excellent staff of librarians, this addition to our Makerspace would encourage and empower local citizens to become creators.

Sincerely,

Jennifer Hubbard
President
Friends of Rowan Public Library

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Ann Kitalong-Will, Director, Grants Admin/Govt Rel.; Don Bringle, Director, Parks & Rec.
DATE: 2/9/23
SUBJECT: GRANT AGREEMENT: DNCR Non-recurring Grant to Rowan Nature Center (ARPA Grant)

The NC Department of Natural and Cultural Resources (NCDNCR) has notified the Nature Center & Wildlife Adventures that they have been awarded federal financial assistance as appropriated by the State Budget Act of 2021 (SL 2021-180, as amended by SL 2021-189). Funding is in the amount of \$141,079.25, authorized by the American Rescue Plan Act of 2021 and are therefore subject to ARPA requirements as determined by the administering state agency. Term of service is March 3, 2021-December 31, 2024.

Recommendation:

Approve the County Manager to sign the grant agreement and accept the NCDNCR funding.

ATTACHMENTS:

Description	Upload Date	Type
NCDNCR-ARPA Grant Agreement	2/9/2023	Exhibit



NC DEPARTMENT OF
NATURAL AND CULTURAL RESOURCES

NON-STATE ENTITY AWARD AGREEMENT

This AWARD AGREEMENT, entered into on the undersigned date by and between the Department of Natural and Cultural Resources (the Agency) and the Rowan County Nature Center and Wildlife Adventures (Grantee) (federal tax identification number 56-6000336), is for the use of certain federal financial assistance as appropriated by the State Budget Act of 2021 (SL 2021-180, as amended by SL 2021-189). These federal funds are to be spent on government services, and the State Budget Act has appropriated the funds as state financial assistance to the Grantee as described in legislation. The Agency and the Grantee are referred to collectively as “the Parties” in this Award Agreement. This Award Agreement identifies and acknowledges the Parties’ respective major federal and state powers, obligations, and duties in managing and reporting on the funds described. The Parties hereto agree as follows:

SECTION 1. 1.1 Award Agreement Table of Contents.
General Information

SECTION 1. General Information	1.1 Award Agreement Table of Contents. 1.2 Federal Award Identification Table of References. 1.3 Definitions. 1.4 General Terms and Conditions. 1.5 Authorization. 1.6 Administering Offices. 1.7 Conflict between State and Federal Appropriation. 1.8 Disbursement Schedule. 1.9 Amount and Purpose of State Award. 1.10 Period of Performance. 1.11 Nonreverting Appropriation. 1.12 Recipient, Subrecipient, or Beneficiary.
SECTION 2. Federal Requirements	2.1 Federal Award Terms and Conditions. 2.2 FFATA Required Executive Compensation Information. 2.3 FFATA Reporting on Grants and Contracts over \$50,000.
SECTION 3. State Requirements	3.1 State Administrative Code Requirements. 3.2 Disbursement Requests. 3.3 Financial Reporting. 3.4 Performance Reporting.
SECTION 4. Monitoring Plan	4.1 Monitoring Plan.
SECTION 5. Closeout	5.1 Closeout.
SECTION 6. Signatures	6 Signatures.
ADDENDA	Attachment A. Project Plan/Scope of Work/Description of Services. Attachment B. Line-Item Budget. Attachment C. Notice of Certain Reporting and Audit Requirements Attachment D. No Overdue Tax Debts Form

1.2. Federal Award Identification Table of References.

State Award Name: State Fiscal Recovery Funds

FEDERAL AWARD IDENTIFICATION (2 CFR 200.332(a)(1))	
<i>Recipient Name</i>	Rowan County Nature Center and Wildlife Adventures
<i>Award Period of Performance Start and End Dates</i>	To cover eligible costs incurred beginning March 3, 2021, and ending with costs incurred or obligated by December 31, 2024, expended by December 31, 2026.
<i>Federal Award Terms and Conditions</i>	https://home.treasury.gov/system/files/136/Financial-Assistance-Agreement-States-and-Territories.pdf
<i>Amount of Federal Funds Obligated to This Project from this Award</i>	\$141,079.25
<i>Contact Information</i>	Darrell D. Stover Head of NC Science Museums Grant Program NC Museum of Natural Sciences 11 West Jones Street Raleigh, NC 27601 919-707-9963 darrell.stover@naturalsciences.org
<i>Project Contact Information and Representative for Notices</i>	

1.3 Definitions. Except as otherwise provided in the Award Agreement documents, the terms below shall have the following meanings in this Award Agreement:

"Agency" means the North Carolina Department of Natural and Cultural Resources.

"Audit" means an examination of records or financial accounts to verify their accuracy.

"Award Agreement" means a legal instrument that is used to document a relationship between the Agency and the Grantee.

"Certification of Compliance" means a report provided by the Grantee to the Agency that states that the Grantee has met the reporting requirements established by this Award Agreement and included as a statement of certification by the Agency as part of the Grantee reporting package.

"Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.

"Fiscal Year" means the annual operating year of the non-state entity.

"Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.

"Grant" means financial assistance provided by a state agency to an eligible grantee to carry out activities identified in the Award Agreement.

"Grantee" means an entity that receives State financial assistance.

"Non-State Entity" has the meaning in G.S. 143C-1-1(d)(18).

"Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of federal or state awards.

"State financial assistance" means state funds disbursed as a grant, cooperative agreement, non-cash contribution, food commodities, or direct appropriation to a grantee or subrecipient as defined in this Award Agreement.

"Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.

"State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-state entities. Both federal and state funds maintain their identity as they are disbursed as financial assistance to other organizations.

"Subrecipient" means a non-state entity that receives state financial assistance from a Grantee to carry out part of a state program; but does not include an individual that is a beneficiary of such program.

1.4 General Terms and Conditions

1.4.1 Choice of Law: The validity of this Award Agreement and any of its terms or provisions, as well as the rights and duties of the Parties to this Award Agreement, are governed by the laws of North Carolina. The Grantee, by signing this Award Agreement, agrees and submits, solely for matters concerning this Award Agreement, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Award Agreement and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

1.4.2 Grantee's Duties: The Grantee shall submit to the Agency the "REQUEST FOR PAYMENT OF APPROPRIATION(S) FROM NORTH CAROLINA GENERAL FUND" form, including the required enclosures.

The Grantee shall provide the services as described in Attachment A, Project Plan/Scope of Work/Description of Services and in accordance with the approved budget in Attachment B. The Grantee may make line-item adjustments of less than ten percent (10%) for budgeted expenditures without prior approval from the Agency, except if the adjustment would exceed the total award amount. For line-item adjustments of ten percent (10%) or more for budgeted expenditures, the Grantee shall submit a written request for approval to the Agency and include a justification for the adjustment. Line-item adjustments requiring approval shall be effective only upon a dually executed amendment between the parties, in accordance with Section 1.4.21 of this Agreement. Amendments executed under this Paragraph shall include the new line-item adjustment(s) (Attachment B) and any changes in the Project Plan/Scope of Work/Description of Services (Attachment A) related to the duties and services affected by the line-item adjustment. An amendment that fails to comply with the requirements of this Paragraph shall not be binding upon the parties. A violation of this Paragraph shall constitute a material breach and shall entitle the non-breaching party to all rights and actions available to it under the law.

1.4.3 Agency Duties: Grants shall be paid at the direction of the Director of State Budget. The total amount paid by the Agency to the Grantee under this Award Agreement is \$141,079.25. Grants for the use of the Grantee shall be made in two payments, in the discretion of the Director of State Budget. The Agency may provide monitoring and oversight through a combination of periodic e-mails, calls, visits, and review of reports, invoices, and deliverables.

1.4.4 Independent Contractor: The Grantee is and shall be deemed to be an independent contractor in the performance of this Award Agreement and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this Award Agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

1.4.5 Key Personnel: The Grantee shall not substitute key personnel assigned to the performance of this Award Agreement without prior notification by the Agency's Contract Administrator. The individuals designated as key personnel are those specified in Section 1.2 of this Award Agreement.

1.4.6 Assignment: No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the Agency, the Agency may:

- a. Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- b. Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s). In no event shall such approval and action obligate the Agency to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all contract obligations.

1.4.7 Beneficiaries: Except as otherwise provided herein, this Award Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Award Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Award Agreement shall be deemed an incidental beneficiary only.

1.4.8 Indemnification: The Grantee shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Award Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Grantee in the performance of this Award Agreement and that are attributable to the negligence or intentionally tortious acts of the Grantee.

1.4.9 Termination by Mutual Consent: The Parties may terminate this Award Agreement by mutual consent with 60 days' written notice to the other Party, or as otherwise provided by law. Unexpended funds held by the Grantee shall revert to the Agency upon termination of this Award Agreement.

1.4.10 Termination for Cause: If, through any cause, the Grantee shall fail to fulfill its obligations under this Award Agreement in a timely and proper manner, the Agency shall have the right to terminate this Award Agreement by giving written notice to the Grantee and specifying the effective date thereof. Unexpended funds held by the Grantee shall revert to the Agency upon termination of this Award Agreement. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Award Agreement shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this Award Agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined.

In case of default by the Grantee, the State may procure the services from other sources and hold the Grantee responsible for any excess cost occasioned thereby. The State reserves the right to require a performance bond or other acceptable alternative performance guarantees from successful offeror without expense to the State.

In addition, in the event of default by the Grantee under this Award Agreement, the State may immediately cease doing business with the Grantee, immediately terminate for cause all existing contracts the State has with the Grantee, and de-bar the Grantee from doing future business with the State.

Upon the Grantee filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Grantee, the State may immediately terminate, for cause, this Award Agreement and all other existing contracts the Grantee has with the State, and de-bar the Grantee from doing future business.

1.4.11 Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Award Agreement by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Award Agreement unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the Award Agreement.

1.4.12 Availability of Funds: The Parties to this Award Agreement agree and understand that the payment of the sums specified in this Award Agreement is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

1.4.13 Force Majeure: Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

1.4.14 Survival of Promises: Except as otherwise provided herein or unless superseded by applicable federal or state statute of limitations, all promises, indemnifications, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Award Agreement expiration or termination date.

1.4.15 Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this Award Agreement are the exclusive property of the Agency. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

1.4.16 Federal Intellectual Property Bankruptcy Protection Act: The Parties agree that the Agency shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

1.4.17 Compliance with Laws: The Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

1.4.18 Equal Employment Opportunity: The Grantee shall comply with all federal and state laws relating to equal employment opportunity. The Grantee shall take affirmative action in complying with all federal and state requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability. By signing this Agreement, the Grantee certifies its compliance with Title VI Civil Rights laws, and that it will cooperate in demonstrating compliance as may be required by the US Treasury. Further information on North Carolina's duties may be found in Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination

of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406).

1.4.19 Access to Persons and Records: The State Auditor and the Agency Internal Auditors shall have access to persons and records as a result of all contracts or grants entered into by state agencies or political subdivisions in accordance with N.C.G.S §. 147-64.7. Additionally, as the state funding authority, the Agency shall have access to persons and records as a result of all contracts or grants entered into by state agencies or political subdivisions.

1.4.20 Record Retention: The Grantee may be required to maintain records for at least five years after the completion of the last project across the entire set of SFRF projects funded by North Carolina's SFRF Award. There are differences in the record retention periods required by federal and state regulations. Under the federal Award Terms and Conditions for SFRF, records must be retained for a period of the longer of five years after all funds have been expended or returned to Treasury. Generally, records of state assistance to grantees (grantees of the funds in this Agreement) covered by 09 NCAC 03M .0703 must be retained for the longer of five years or until all audit exceptions have been resolved as measured on an individual grant basis. Because SFRF is a single federal award, it may be necessary to keep records of all project expenditures, including record-keeping by grantees, until the longest of the timelines finishes. Therefore, the Grantee should seek specific written authorization from the Agency for destruction of any records prior to five years after all funds have been expended or returned to Treasury.

1.4.21 Amendment: This Award Agreement may not be amended orally or by performance. Any significant amendments to the plan or budget as described in Section 3.1 shall be made in writing on a form prepared by the Agency and duly executed by an authorized representative of the Agency and the Grantee.

1.4.22 Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Award Agreement violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Award Agreement shall remain in full force and effect.

1.4.23 Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the Award Agreement and should not be used to construe the meaning of any text or content thereof.

1.4.24 Certification Regarding Collection of Taxes: N.C.G.S. § 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of N.C.G.S. § 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Grantee certifies that it and all its affiliates (if any) collect all required federal, state, and local taxes.

1.4.25 Sales/Use Tax Refunds: If eligible, the Grantee and all subrecipients shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Award Agreement, pursuant to N.C.G.S. § 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

1.4.26 Travel Expenses: Travel expenses shall not be reimbursed in the performance of this Award Agreement. If travel is necessary in the performance of this Award Agreement, it shall be included in the approved project budget and narrative.

1.4.27 Entire Agreement: This Award Agreement and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements. This Award Agreement and any addenda thereto, are incorporated herein by reference as though set forth verbatim. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Award Agreement expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or state statutes of limitation.

1.4.28 Gifts or Favors: By N.C.G.S. §133-32, it is unlawful for any vendor or contractor (i.e., architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor) to make gifts or to give favors to any state employee of the Governor's cabinet agencies. This prohibition covers those vendors and contractors who:

- (1) have a contract with a government agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

The requirements of N.C.G.S. § 133-32 are hereby incorporated by reference, including any subsequent amendments thereto, and shall apply to all vendors and subcontractors under this Award Agreement.

1.4.29 Effective Period: This Award Agreement shall be effective upon signature by all Parties to this Award Agreement and shall terminate upon final expenditure of all funds and submission of all reports as required by law.

1.4.30 Conflict of Interest Policy: Grantees shall have on file with the Agency a copy of the Grantee's policy addressing conflicts of interest that may arise involving the Grantee's management, employees, and the members of its governing body as set forth in N.C.G.S. § 143C-6-23(b). The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Grantee's employees or members of its board or other governing body, from the Grantee's disbursing of state funds and shall include actions to be taken by the Grantee or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before Agency may disburse the grant funds.

1.4.31 Statement of No Overdue Tax Debts: The Grantee's sworn written statement pursuant to N.C.G.S. § 143C-6-23(c), stating that the Grantee does not have any overdue tax debts, as defined by N.C.G.S. § 105-243.1, at the federal, state, or local level, is attached as Attachment D. Grantee acknowledges that the written statement must be filed before the Agency may disburse the grant funds.

1.4.32 Requirements: This Award Agreement is subject to the reporting requirements described in the Notice of Certain Reporting and Audit Requirements (Attachment C).

The Grantee must ensure that grant funds disbursed under this Award Agreement are audited in compliance with state and federal audit requirements for local governments and public authorities, institutions of higher education, and nonprofit organizations, and, as applicable, according to the standards of the federal Single Audit Act and Circular A-133 "Audits of States, Local Governments, and Nonprofit Organizations" as supplied by the Executive Office of the President, Office of Management and Budget, Washington, DC.

1.4.33 Disbursements: As a condition of this Award Agreement, Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements.
- (b) Ensure sufficient account coding information to provide for tracking of grant funds through the Grantee's accounting system.

- (c) Assure adequate control of signature stamps/plates.
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to ensure that all account balances are solvent and reconcile the account monthly.

1.4.34 Outsourcing/Assignability/Subcontracting: The Grantee shall not subgrant any of the work contemplated under this Award Agreement without prior written approval from the Agency. The Agency shall not be obligated to pay for any work performed by any unapproved subgrantee or subrecipient. The Grantee or subrecipient is not relieved of any of the duties and responsibilities of this Award Agreement. Furthermore, any subrecipient must agree to abide by the standards contained in this Award Agreement and to provide all information to allow the Grantee to comply with these standards.

1.4.35 Cap State-Funded Portion of Nonprofit Salaries: Pursuant to Session Law 2017-57, Section 6.4, no more than one twenty-five thousand dollars (\$25,000) in state funds, including any interest earnings accruing from those funds, may be used for the annual salary of any individual employee of the Grantee.

1.4.36 Contract Administrators: All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving written notice to the other Party within 30 calendar days of such change.

1.5. Authorization. This Award Agreement applies to federal Coronavirus State Fiscal Recovery Funds authorized in section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2, awarded to North Carolina, and appropriated in North Carolina by the 2021 Appropriations Act, S.L. 2021-180. Later legislation may modify these appropriations such as by technical corrections in S.L. 2021-189.

1.6 Administering Offices. The 2021 Appropriations Act directed the Office of State Budget and Management, Pandemic Recovery Office, to transfer these funds to the Agency to allocate to the Grantee. Session Law 2020-4 Section 4.3 directed the Office of

State Budget and Management to establish the North Carolina Pandemic Recovery Office to perform the following:

OSBM shall establish a temporary North Carolina Pandemic Recovery Office to oversee and coordinate funds made available under COVID-19 Recovery Legislation. This Office shall also provide technical assistance and ensure coordination of federal funds received by state agencies and local governments and ensure proper reporting and accounting of all funds.

Similarly, the Agency will be responsible for providing technical assistance and ensuring coordination among Grantees for the proper reporting and accounting of funds received from the Agency through this program.

1.7 Conflict between State and Federal Appropriation. Session Law 2021-180 Section 4.9(c) directs that if there is a conflict between federal law and an appropriation in the state budget, the following obligations apply:

Conflict. – If an allocation made under this act of State Fiscal Recovery Fund funds is found to be disallowed by federal law, the disallowed allocation is repealed, and the Office of State Budget and Management shall transfer the amount of the disallowed allocation to the State Fiscal Recovery Reserve. If the funds have been allocated to a nonprofit corporation, and the use of funds by the nonprofit corporation is disallowed by federal law, the nonprofit corporation shall return the amount of funds allocated to the nonprofit corporation to the Agency to transfer the disallowed, repealed allocation, as provided in this section.

The Grantee should promptly notify the Agency if, on the basis of official guidance or other analysis, that the allocation itself, or its use in a project design or implementation, may not be allowed by federal law.

1.8. Disbursement Schedule. Session Law 2021-180 Section 4.9(e) directs the Agency to disburse funds to nonprofits as follows:

State Fiscal Recovery Fund funds shall be allocated to nonprofit organizations on a quarterly basis unless OSBM determines that cash flow or the nature of the program being funded requires otherwise.

The Agency will follow the same quarterly disbursement schedule for all non-state entities unless it determines that cash flow or the nature of the program being funded requires otherwise. Determination of beneficiary status in Section 1.12 below may indicate the “nature of the program” requires a different disbursement schedule.

1.9 Amount and Purpose of Award. The federal award to North Carolina provides financial assistance for the State to do the following (emphasis added):

- a) To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; b) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers; c) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and d) To make necessary investments in water, sewer, or broadband infrastructure.

Utilizing revenue replacement for government services, the Grantee has been selected in the 2021 Appropriations Act to receive and administer the following with a total allocation of up to \$141,079.25.

1.10 Period of Performance. The recipient must provide the Agency approval project plans and budgets as detailed under State Requirements in Section 3. The federal period of performance requires that eligible expenditures must be incurred or obligated by December 31, 2024, and expended by December 31, 2026, as allowed by federal law and regulation. For information on eligible costs incurred prior to the signing of this Award Agreement, see applicable federal law and regulations and guidance issued by the US Department of the Treasury for use of these funds and consult with the Agency.

1.11 Nonreverting Appropriation. Session Law 2021-180 Section 4.9(k) establishes this as a non-reverting state appropriation over multiple fiscal years:

Reversion. – The funds appropriated in this act from the State Fiscal Recovery Fund shall not revert at the end of each fiscal year of the 2021-2023 fiscal biennium but shall remain available to expend until the date set by applicable federal law or guidance.

1.12 Recipient, Subrecipient or Beneficiary. For the purpose of determining the applicability of 2 CFR 200 Uniform Guidance and of 09 NCAC 03M, NCPRO looks first to the designation of federal financial assistance allocated by the state budget process for the provision of government services within the total calculated revenue loss. NCPRO does not view the provision of government services to make it a federal “Pass-through entity

(PTE) [as] a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program” as defined in 2 CFR 200.1, beyond fulfilling the federal program purpose of replacing revenue to be used to provide government services as determined at the state level. To determine applicability of 09 NCAC 03M .0102 requires review of whether the appropriation describes a state program purpose or is solely financial assistance. For state Administrative Code definitions of a covered “recipient” or “subrecipient” receiving financial assistance “to carry out part of a state program,” or is a non-covered “beneficiary,” NCPRO adopts the rationale described in the federal SLFRF discussion of “Distinguishing Subrecipients and Beneficiaries” including the following excerpt, because the state Administrative Code adopted the same definition in 09 NCAC 03M .0102 (10) and (14) as in 2 CFR 200.1 that a federal subrecipient “does not include an individual that is a beneficiary of such program:”

The distinction between a subrecipient and a beneficiary, therefore, is contingent upon the rationale for why a recipient is providing funds to the individual or entity. If the recipient is providing funds to the individual or entity for the purpose of carrying out a SLFRF program or project on behalf of the recipient, the individual or entity is acting as a subrecipient. Acting as a subrecipient, the individual or entity is subject to subrecipient monitoring and reporting requirements. Conversely, if the recipient is providing funds to the individual or entity for the purpose of directly benefitting the individual or entity as a result of experiencing a public health impact or negative economic impact of the pandemic, the individual or entity is acting as a beneficiary.

Whether the recipient of this non-state entity award is a beneficiary is a determination by OSBM/NCPRO, as are determinations of further subawards by the Grantee.

SECTION 2.

Federal Requirements

2.1 Federal Award Terms and Conditions. The parties acknowledge that these funds constitute federal financial assistance to the State of North Carolina and its recipients, and, therefore, use of these funds must be in accordance with federal uniform guidance found in 2 CFR 200, where applicable, and that none of these requirements is waived by recitations or terms of this Agreement or representations of the parties later during the term of performance, closeout, or post-closeout period except as allowed by law. The State of North Carolina is named by as the Prime Recipient of these federal funds and the Federal Award Terms and Conditions bind the recipient and its vendors, contractors and subrecipients, if any. The recipient specifically acknowledges responsibility for its duties

under 2 CFR 200, Subpart E, “Cost Principles,” as required of recipients/subrecipients by operation of 09 NCAC 03M .0201.

2.2 FFATA Required Executive Compensation Information. Before disbursing funds to recipients, the State must document compliance with the Federal Funds Accountability and Transparency Act. The FFATA requires public disclosure of executive compensation in certain federally-funded organizations. By signing this Agreement, the Grantee certifies that its answers to one or both questions is “No:” 1) *The recipient received 80% or more of its annual gross revenues from federal awards (contracts or subcontracts, loans, grants or subgrants, cooperative agreements)? Y/N* and/or whether 2) *The total of the recipients’ annual federal awards equaled or exceeded \$25,000,000? Y/N.* If the answer to either question is “No,” no further disclosure is required. If the answer to both questions is “yes,” then upon disclosure in writing, the Grantee may sign this Award Agreement, and consult with the Agency and NCPRO regarding how to publicly report the compensation information of its five most highly compensated executives.

2.3 FFATA Reporting on Grants and Contracts over \$50,000. For each Contract, Grant, Loan, Transfer, or Direct Payment information must be obtained and reported through the Agency to NCPRO to US Treasury, which may include:

- Subrecipient/beneficiary/vendor/contractor identifying and demographic information (e.g., legal name, whether registered in SAM.gov, DUNS/UEI/TIN and location)
- Award number (e.g., Award number, Contract number, Loan number)
- Award date, type, amount, and description
- Award payment method (two payment(s))
- Primary place of performance
- Related project identification number(s) (created by the recipient)
- Related project name(s)
- Period of performance start and end date

See latest guidance from US Treasury: <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state->

SECTION 3.

State Requirements

3.1 State Administrative Code Requirements. The parties acknowledge that these funds constitute federal financial assistance to the State of North Carolina to provide government services, and the State Budget Act appropriates the funds as state financial assistance to the named Grantee. Therefore, use of these funds must be in accordance with state regulations found in Title 09, Subchapter 03M of the North Carolina Administrative Code, and that none of these requirements is waived by recitations or terms of this Award Agreement or representations of the parties later during the term of performance, closeout, or post-closeout period except as allowed by law.

3.1.1 Reporting. Grantee agrees to comply with all annual reporting requirements on the financial assistance awarded by this Award Agreement as found in 09 NCAC 03M .0205, specifically certifying that the financial assistance received or held was used for the purposes for which it was awarded, providing an accounting of all financial assistance received, held, used, or expended, activities and accomplishments undertaken by the Grantee including performance measures established hereby, and required single or program-specific audit as may be required.

3.1.2 Project Plan/Scope of Work/Description of Services. Grantee agrees to provide a project plan/scope of work/description of services to be attached as Appendix A that specifies the purpose of the award, services to be provided, objectives to be achieved, and expected results as required by 09 NCAC 03M .0703 (1).

3.1.3 Budget. Grantee agrees to provide a budget for the project to be attached as Appendix B as required by 09 NCAC 03M .0703 (8) including an anticipated schedule of payments for the project duration.

3.2 Disbursement Requests. Implementation of programs and services under ARPA/SFRF is not intended as a reimbursement process. Unless otherwise agreed, the Grantee will submit disbursement requests on a forward-looking quarterly basis and will provide as justification its estimated cash flow needs for the upcoming quarter. The Agency and NCPRO will evaluate the justification based on program descriptions, operating plans, and past use of funds to avoid accumulation of excessive cash reserves beyond operating needs for successful implementation and delivery of services.

3.3 Financial Reporting. The Grantee will provide interim and final program and expenditure reports to the Agency as requested to fulfill its oversight, coordination, accounting, and reporting responsibilities internal to state government. The Grantee will provide interim financial and performance reporting for the purpose of legislative reporting mandated under SL 2021-180 and US Treasury reporting as detailed in its Compliance and Reporting Guide and User Guide, and the Parties agree to develop sufficient internal controls and procedures for timely and accurate reporting.

3.4 Performance Reporting. Grantee will provide, at a minimum, interim and final performance reports to the Agency as requested to fulfill its responsibilities internal to state government and for the purpose of US Treasury reporting as detailed in its Compliance and Reporting Guide and User Guide, and the Parties agree to develop sufficient internal controls and reporting procedures to ensure timely and accurate reporting.

SECTION 4.

Monitoring Plan

4.1 Monitoring Plan. For recipients/subrecipients (not beneficiaries), the Agency will conduct an annual risk assessment and develop a suitable monitoring plan to ensure compliance with these terms and identify any failures in the administration and performance of the Award. Monitoring activities will be selected based on an assigned risk of low, moderate, or high and may be based on factors including recent history of grant management, audit findings and corrective actions, and knowledge and experience of key personnel assigned. Monitoring activities may include review of monthly performance and financial reports, telephone and email interviews, desk audits of underlying documentation, and site visits (actual or virtual) to interview key personnel, to see performance sites, and to review files. The assessment and monitoring plan will also serve to identify whether the Grantee needs additional technical assistance to ensure success in timely meeting these requirements. Ongoing monitoring will be used to document allowable and unallowable costs, time and effort reporting and travel, achievement of performance objectives, and timely and accurate data reporting as appropriate. Monitoring also will be used to follow up on findings identified in earlier monitoring activities or after an audit to ensure that the Grantee took corrective action. If necessary, the Agency may amend the terms of the Award Agreement, plan, or budget to require implementation of additional terms to address deficiencies as a condition of continued funding disbursements. Special terms may be

removed once a subsequent Grantee risk assessment shows a substantial reduction of risk.

SECTION 5.
Closeout

5.1 Closeout. The State of North Carolina as a prime recipient of a federal award will develop suitable closeout procedures in accordance with federal and state regulation and guidance from the US Treasury current at the time of signing and as may be promulgated and published during and after the period of performance. This includes determining timelines for completion of program and closeout tasks; determining whether all applicable administrative actions and all required work have been completed by the State and Grantee at the end of the period of performance; and requirements for liquidation of property or encumbered expenses if necessary; all in compliance with applicable law and guidance.

SECTION 6.
Signatures

IN WITNESS WHEREOF, the Parties have executed this Award Agreement by their duly authorized officers. For unincorporated associations, an affidavit similar to that required for transfer of real property under N.C.G.S. § 59B-6 must be provided prior to disbursement, attesting to the capacity of the Authorized Representative to receive and direct the funds and bind the unincorporated association to the terms of this Agreement:

FOR Grantee

By Authorized Representative:

Date

FOR DNCR

By Authorized Representative:
Jeff Michael, Deputy Secretary

Date

ADDENDA

Attachment A. Project Plan/Scope of Work/Description of Services.
Attachment B. Line-Item Budget.
Attachment C. Notice of Certain Reporting and Audit Requirements
Attachment D. No Overdue Tax Debts Form.

Attachment A
Project Plan/Scope of Work/Description of Services

Scope of Work Description for NC Science Museum Nonrecurring (ARPA) Funding:

(2021-180, Appropriation Act 2021)

Upon receipt of ARPA funds, Rowan Wild will utilize these to maintain a live animal collection and enhance their habitats, as well as increasing and updating our inclusivity with signage to offer multiple languages and ADA accessibility throughout Rowan Wild. In addition to our live animal collection, staff will provide educational experiences to the community including programming on site, as well as outreach opportunities

Rowan Wild Proposed Budget NC Science Museum Nonrecurring (ARPA) Funding:

(2021-180, Appropriation Act 2021)

Total Funding Amount: \$141,079.25

1. Part Time Staffing – \$49,400.00

Educational Staffing - \$24,400.00

Two seasonal part time staff employees for Nature Center educational programming/summer camps at \$12.24/hr X 1998 hrs

Animal Care Staffing - \$25,000.00

Seasonal animal care part time staff employees at \$13.50/hr X 1852 hrs

Measurable Goals: To provide educational programs and summer camps; to provide animal care for native collection

2. Educational Supplies/Equipment/Advertisement/Training - \$15,000.00

- Education program/summer camp supplies
- Educational programming/summer camp advertisement
- Staff training and development - workshops/seminars/continuing education/certifications/rabies vaccinations

Measurable Goals: To equip, enhance and promote educational programming and summer camps; to provide funding for staff training and development

3. Animal exhibits/habitats/supplies/signage/visitor accessibility - \$76,679.25

- Exhibit/habitat/supplies facilities/signs maintenance and upgrades

Measurable Goals: To maintain and make necessary aesthetic and functional improvements to current animal exhibits/habitats/supplies facilities; maintain/upgrade exhibit/habitat signage; improve/maintain visitor accessibility

Attachment C

Notice of Certain Reporting and Audit Requirements

The Grantee shall comply with all rules and reporting requirements established by state statute or administrative rules. [as detailed in SUBCHAPTER 03M – UNIFORM ADMINISTRATION OF STATE AWARDS OF FINANCIAL ASSISTANCE [subchapter 3m rules.pdf \(state.nc.us\)](#)] For convenience, the requirements are set forth in this Attachment.

State Reporting Thresholds.

There are three reporting levels established for grantees and subrecipients receiving state financial assistance. Reporting levels are based on the level of state financial assistance from all funding sources. The reporting levels are:

- (1) Level I – A grantee or subrecipient that receives, holds, uses, or expends state financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year.
- (2) Level II - A grantee or subrecipient that receives, holds, uses, or expends state financial assistance in an amount of at least twenty-five thousand (\$25,000) or greater, but less than five hundred thousand dollars (\$500,000) within its fiscal year.
- (3) Level III – A grantee or subrecipient that receives, holds, uses, or expends state financial assistance in an amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year.

Reporting requirements for grantees that meet the following reporting standards on an annual basis:

- (1) All grantees and subrecipients shall provide a certification that state financial assistance received or held was used for the purposes for which it was awarded.
- (2) All grantees and subrecipients shall provide an accounting of all state financial assistance received, held, used, or expended.
- (3) Level II and III grantees and subrecipients shall report on activities and accomplishments undertaken by the Grantee, including reporting on any performance measures established in this Award Agreement.
- (4) Level III grantees and subrecipients shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (also known as the Yellow Book).

All reports shall be filed with the Agency in the format and method specified by the Agency no later than three months following the end of the Grantee's fiscal year. Audits must be provided to the funding Agency no later than nine months following the end of the Grantee's fiscal year. The Grantee shall use the reporting package forms provided by the Agency in making and submitting reports to the Agency.

Unless prohibited by law, the costs of audits made in accordance with the provisions of this Award Agreement shall be allowable charges to state and federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2 CFR Part 200. The cost of any audit not conducted in accordance with this Award Agreement shall not be charged to state awards.

Notwithstanding the provisions of this Award Agreement, a grantee may satisfy the reporting requirements of this Award Agreement by submitting a copy of the report required under federal law with respect to the same funds.

Additional DNCR Financial and Performance Reporting Requirements

Financial Reporting. The Grantee will provide an interim program and expenditure report to the Agency as requested to fulfill its oversight, coordination, accounting, and reporting responsibilities internal to state government. The Grantee will provide interim financial and performance reporting for the purpose of legislative reporting mandated under SL 2021-180 and US Treasury reporting as detailed in its Compliance and Reporting Guide and User Guide, and the Parties agree to develop sufficient internal controls and procedures for timely and accurate reporting.

Performance Reporting. Grantee will provide, at a minimum, an interim performance report to the Agency as requested to fulfill its responsibilities internal to state government and for the purpose of US Treasury reporting as detailed in its Compliance and Reporting Guide and User Guide, and the Parties agree to develop sufficient internal controls and reporting procedures to ensure timely and accurate reporting.

Attachment D
No Overdue Tax Debts Form

Greg Edds, Chairman
Jim Greene, Vice-Chairman
Mike Caskey
Judy Klusman
Craig Pierce



Aaron Church, County Manager
Sarah Pack, Clerk to the Board
John W. Doss, II, County Attorney

Rowan County Board of Commissioners

130 West Innes Street • Salisbury, NC 28144
Telephone 704-216-8180 • Fax 704-216-8195

Date of Certification: 1/11/23

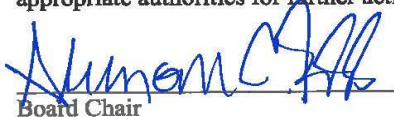
To: NC Museum of Natural Sciences
Agency Director and Chief Fiscal Officer
11 West Jones Street
Raleigh, NC 27601

Certification of No Overdue Taxes

We certify that Rowan County—Rowan Wild does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. 143-34(b).

Sworn Statement:

Gregory Edds and Aaron Church, being duly sworn, say that we are the Board Chair and County Manager respectively, of Rowan County, of Salisbury in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.


Board Chair


County Manager

Sworn to and subscribed before me on the day of the date of said certification.


(Notary Signature and Seal)

My Commission Expires: 4/24/27

SARAH M. PACK
Notary Public, North Carolina
Randolph County
My Commission Expires
4/24/27

If there are any questions, please contact the state agency that provided your grant. If needed, you may contact the North Carolina Office of State Budget and Management: NCGrants@osbm.nc.gov - (919) 807-4795

1 G.S. 105-243.1 defines: "Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Ann Kitalong-Will, Director, Grants Admin/Gov't Relations
DATE: 8/9/2023
SUBJECT: DIRECTED GRANT: Combined Scope of Work for State Grant 20542

The NC General Assembly has allocated funds in the amount of \$500,000 in the General Fund (S.L. 2022-74, Sec. 24.2.(24), to be administered by the Office of State Budget & Management (OSBM). The initial approval of these funds was made by the Board of Commissioners on 12/5/2022 (Consent Agenda Item B).

OSBM has requested a combined scope of work be submitted, describing the 2 projects to be funded through this directed grant: 1) land purchase by Rowan-Cabarrus Community College for the *Technology Education Complex* (\$425,000), and 2) the Town of Spencer's development of *Master Plan for Yadkin River Business and Recreational Park and Associated Projects* (\$75,000).

Recommendation:

Approve the County Manager to sign and have submitted the combined Scope of Work for Grant #20542 administered by NC OSBM.

ATTACHMENTS:

Description	Upload Date	Type
Combined Scope of Work: Grant 20542	2/9/2023	Cover Memo

Appendix A

Scope of Work, Sub-Grants, and Annual Budget

As part of this grant agreement, you are required to provide a description of how you will spend the grant funds in compliance with the specific purpose as stated in the Appropriations Act ("Scope of Work"). You are also required to submit information related to any potential sub-grants and a budget for the grant funds. Please attach additional sheets as necessary.

1. Organization:

2. Grant ID:

**3. Scope of Work,
Objectives, Results,
Performance Measures:**

Recipient shall detail below how the organization will spend the grant funds in compliance with the specific purpose(s) as stated in the Appropriations Act. The description should include objectives to be achieved, expected results and performance measures. The description should also include anticipated timing of those objectives, expected results and any services provided.

Objective(s):

Expected
Results:

Performance
Measure(s):

4. Sub-grants:			
a. Does the Recipient anticipate that it will sub-grant or pass down any funds to another organization?		Yes	No
If yes, answer the following:			
b. Name of Sub-recipient	c. Program Name	d. Amount to Sub-recipient	

5. Budget:

Below are general expenditure descriptions that can serve as a **guide** for preparing the organization's budget related to the grant award. Please provide a breakdown of estimated expenses for each category below or as an attachment.

The following budget is for the time period beginning (_____) and ending (_____).

EXPENDITURE DESCRIPTION	AMOUNT
Employee Expenses (e.g. program related staffing).	
Services and Contract Expenses (e.g. utilities, telephone, data, lease related expenses)	
Goods (e.g. supplies and equipment) Expenses	
Administration Expenses (e.g. overhead & project management)	
Other Expenses (e.g. related charges not assigned above and described by recipient)	
Total Beginning Balance of the Project Fund	

Provide a breakdown of estimated expenses for each category below or as an attachment.

Please note, you will sign off on this appendix as part of executing the Grant Agreement (Contract).

Printed Name Title

Signature Date

SCOPE OF WORK ATTACHMENT 1: Breakdown of Estimated Expenses

OBJECTIVE 1 (Rowan-Cabarrus Community College)

Land purchase (Other Expenses): \$425,000

OBJECTIVE 2 (Town of Spencer)

Project will be contracted to a consulting firm in a lump sum amount. Listed amounts are estimates based on previous projects of this type. Actual cost breakdowns by categories can be provided as quotes are received from, and contracts let to consultants.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Ann Kitalong-Will, Dir., Grants Admin/Gov't Relations; Randy Cress, CIO/Asst County Mgr
DATE: 2/9/23
SUBJECT: DIRECTED GRANT: Revised Funding Request to DEQ for SL 2022-74 Appropriated Projects

Rowan County received allocated funding from the state (reference: SL 2022-74) in the amount of \$1,900,000, to be administered by the NC Department of Environmental Quality Division of Water Infrastructure (DEQ). The Board of Commissioners originally approved the County to accept the funding on 8/15/22, however DEQ has determined that the original proposed project is not eligible and has requested that a revised Request for Funding be submitted. Therefore, Rowan County has identified an alternate project, Lead Remediation for NE Rowan Water System.

Performance period for this appropriation is from 3/3/21-12/31/24, with past costs eligible for reimbursement as determined by DEQ. This directed grant is authorized by the American Rescue Plan Act of 2021, and is therefore subject to ARPA requirements.

Recommendation:

Approve the County Manager to sign and have submitted the "Revised Request for Funding SL 2022-74 Appropriated Projects."

ATTACHMENTS:

Description	Upload Date	Type
Revised Request for Funding SL 2022-74 Appropriated Projects	2/9/2023	Exhibit

Form and Instructions for recipients of Water and wastewater project appropriations in the FY 2022 Budget Bill (S.L. 2022-74) of the General Assembly of North Carolina, Sections 12.9 (e)

(Last updated: July 25, 2022)

The following instructions are for Local Government Units receiving NC General Assembly 2022 Budget appropriations through the Department of Environmental Quality (DEQ) for water and/or wastewater projects as approved in Session Law 2022-74 of the General Assembly on North Carolina. The NC DEQ/Division of Water Infrastructure (Division) will be administering the funds.

Appendix A provides a list of recipients and appropriated fund amounts as specified in Section 12.9.(e). All Local Government Units in the list must use this form. The Division pays out these grant funds to the local government unit (the Recipient) on a reimbursement basis after the recipient awards a division-approved construction contract. Recipients must use the funds in accordance with all applicable federal law and guidance, as well as NC State statutes.

Once a completed form has been received and the project scope appears eligible for funding (see discussion below), the Division will issue a “Letter of Intent to Fund”, which will establish milestone dates for the following:

- If applicable depending on the proposed project scope of work and other sources of funding: Recipient submits an Engineering Report and Environmental Information Document (ER-EID),
- Division approves the ER-EID (if required),
- Recipient submits the project’s Bid and Design package (plans and specifications and associated documents),
- Division approves the Bid and Design package,
- Recipient advertises project, receives bids, submits bid information, and receives authority to award,
- Recipient executes construction contract(s), and
- Recipient receives last reimbursement.

Projects Eligible for the Appropriated Funds

Federal guidance and state statutes limit the types of projects that are eligible for the appropriated funds. Drinking Water Reserve and the Wastewater Reserves are limited to Infrastructure construction projects for public water systems and wastewater systems. The budget also includes additional eligibility requirements for specific projects or communities.

Additional requirements:

Funding for these projects will be from Federal funds provided through the American Rescue Plan Act and State appropriations. All projects will be required to meet ARPA federal requirements and all applicable requirements of GS. 159G. ARPA criteria include:

- Projects must be the type that would be eligible for funding under the [Drinking Water State Revolving Fund Program](#) or the [Clean Water State Revolving Fund Program](#).
- Funds must be obligated by December 31, 2024.
- Funds must be fully spent (i.e., fully reimbursed to the recipient) by December 31, 2026.
- Funds cannot be used to pay for existing debt or used as a match for other federal funding.
- Projects receiving ten million dollars or more in ARP funding must comply with Davis-Bacon wage requirements.
- If project funding is co-mingled with other federal funds, all requirements for the other federal funding program(s) will apply to the ARP funds.

Section 1 – General Information

This section contains information the Division will need to process your appropriation. Complete each blank as directed below.

- **Recipient Name** – Provide the official name of your local government unit (LGU) (e.g., Town of Anytown, Bixby Sanitary District).
- **County** – List the county in which your LGU resides.
- **UEI Number** – Use www.sam.gov to find your UEI number. Make sure your IEI number is up to date.
- **Federal Tax ID #** - Needed for grant disbursement purposes
- **PWSID #** – Needed for all drinking water projects
- **Project Name** – Enter a project name that is short yet captures the nature of your project.
- **Funding Amount Requested** – Enter the amount of funding you are requesting. Must be no more than the amount appropriated in S.L. 2021-180 (see Appendix A for appropriated amount).
- **Total Project Cost** – Please enter the cost of the entire project. Note: This cost may vary from the funding amount requested.
- **Funding Type(s) Requested** – Check the box(es) that are appropriate for the project type for which you are requesting funding. If you have multiple projects, submit separate Requests for Funding for Stormwater, drinking water, and /or wastewater projects. It is recommended that you contact the Division prior to completing the Request for Funding if you have multiple projects supported by the funds appropriated in S.L. 2021-180 Sections 12.13. and 12.14.

Sections 2, 3, and 4 – Recipient, Form Preparer, and Engineer Contact Information

Complete this section with all pertinent information. The following bullet points contain specific information.

- **Authorized Representative Name** – The Authorized Representative should be mayor, manager, finance director, or similar position.
- **Mailing Addresses** – Provide the mailing address where the Recipient, Preparer, and Engineer receive mail. For example, if you have a PO Box, provide this information rather than your physical address.

Note: Zip codes may be different for PO Boxes and physical addresses. If using a PO Box to receive mail, use the zip code for that PO Box.

- **Engineer Contact Information** – If your Request for Funding Preparer is the same as the Engineer Contact, check the No box. Section 5 may then be left blank. If the answer is Yes, provide the appropriate information.

Section 5 – Project Description

In this section, provide a brief description of the proposed project at a broad level of detail. Include the project purpose and what the project entails (e.g., rehabilitation of 2,000 l.f. of sewer, construction of a new well). Project description must demonstrate that the project is eligible for funding considering ARP requirements, funding source limitations, and budget limitations.

Include information such as types of equipment to be included, capacity of equipment, and estimates of line length. Note: Major line items in the project budget (Section 8) must be shown in the project description. For example, if 2,000 l.f. of 4-inch, 3,000 l.f. of 6-inch, and 4,000 l.f. of 8-inch pipe are listed in the project budget, they must be listed in the project description. Include the number of new services if applicable.

Section 6 – Project Budget

Complete the project budget by addressing the categories provided in the table (insert rows as needed). Total the cost amount for each line and provide the total cost amount. Please note the following related to this section:

- Budget should consider potential increases in material and construction costs.
- Construction project budgets do not need to be signed or sealed by a properly licensed professional engineer.

Certification by Authorized Representative

The Authorized representative must read and initial in the space beside each question. If not applicable, use N/A.

Completeness Checklist

To better ensure that the project information is sufficient to provide the recipient with a Letter of Intent to Fund, ensure that all of the information listed in the completeness checklist is provided in the Request for Funding and initial each item on the checklist.

Submittal Information

- **Delivery Method**

- We recommend that Requests for Funding be delivered to the Division as soon as possible.
- If mailing, allow at least two weeks for delivery to the Mail Service Center address shown on the Request for Funding. The Division recommends certified mail. Please call the Division's offices to ensure that your package has been received.
- If using courier delivery or hand delivering, please utilize the physical address on the Request for Funding. If using courier delivery, verify that your package has arrived.

Questions on this Form?

- For drinking water Requests for Funding: please contact Kavitha Ambikadevi, P.E., Drinking Water Project Unit Supervisor, at 919-707-9048 or email at Kavitha.Ambikadevi@ncdenr.gov.
- For wastewater and stormwater Requests for Funding: please contact Ken Pohlig, P.E., Wastewater Projects Unit Supervisor, at 919-707-9174 or email at ken.pohlig@ncdenr.gov.



North Carolina Department of Environmental Quality

Division of Water Infrastructure Request for Funding S.L. 2022-74 Appropriated Projects

(Last updated: September 2021)



1. General Information

Recipient Name County of Rowan	County Rowan	UEI Number GCB7UCV96NW6
Project Name Lead Remediation for NE Rowan Water System	Federal Tax ID # 56-6000336	PWSID # (Drinking Water only) NC2080082
Recipient Type <input type="checkbox"/> Municipality <input checked="" type="checkbox"/> County <input type="checkbox"/> Water and Sewer District <input type="checkbox"/> Water and Sewer Authority	Total Project Cost <input type="checkbox"/> Sanitary District <input type="checkbox"/> Other (Specify:)	Funding Amount Requested 1,900,000

Project Type (Please select one. Submit multiple Requests for Funding if you have multiple project types).

- ☒ Drinking Water
☐ Wastewater

List other funds that will be used in this project. Please list here the type of funds and the estimated funding amount.

Local (County) funds will be used to cover any expenses not covered out of the appropriated funds.

Funding Requirements

☒ I accept that all ARP project funds must be reimbursed by December 31, 2026.

To better ensure that the project will be completed by December 31, 2026, the following Bid and Design Package submittal date is requested (the requested date must be no later than January 1, 2023): 12/31/2022

☒ I accept that all projects receiving ten million dollars or more in ARP funding must comply with Davis-Bacon wage requirements.

☒ I accept that the project funds will not be used to pay existing debt or as a match for other federal funds.

☒ I accept that if the project is co-funded with other federal funds, the federal requirements of the other funds will also apply to the ARP funds.

2. Recipient Contact Information**Authorized Representative Name:** Aaron Church**Authorized Representative Title:** County Manager**Mailing Address Line 1:** 130 West Innes Street**Mailing Address Line 2:****City:** Salisbury**State:** NC**Zip Code:** 28144**Physical Address Line 1:** 130 West Innes Street**Physical Address Line 2:****Physical Address City:** Salisbury**Physical Address State:** NC**Physical Address Zip Code:** 28144**Phone Number:** 704-216-8180**E-Mail Address:** Aaron.Church@rowancountync.gov**3. Form Preparer Contact Information****Firm Name:****Contact Name:** Ann Kitalong-Will**Mailing Address Line 1:** 130 West Innes Street**Mailing Address Line 2:****City:** Salisbury**State:** NC**Zip Code:** 28144**Physical Address Line 1:** 130 West Innes Street**Physical Address Line 2:****Physical Address City:** Salisbury**Physical Address State:** NC**Physical Address Zip Code:** 28144**Phone Number:** 704-216-8135**E-Mail Address:** Ann.Kitalong-Will@rowancountync.gov**4. Engineer Contact Information**Is the engineering firm different from the preparer? ☒ Yes ☐ No**Engineering Firm Name:** Hazen and Sawyer**Contact Name:** Aaron Babson**Mailing Address 1:** 620 Green Valley Rd. Ste. 101**Mailing Address 2:****City:** Greensboro**State:** NC**Zip Code:** 27408**Physical Address Line 1:** 620 Green Valley Rd. Ste. 101**Physical Address Line 2:****Physical Address City:** Greensboro**Physical Address State:** NC**Physical Address Zip Code:** 27408**Phone Number:** (336) 292-7490**E-Mail Address:** ababson@hazenandsawyer.com

5. Project Description

In July 2018, the Northeast Rowan County water system began distributing public water supply to customers who were previously supplied from private groundwater wells. Northeast Rowan County is a consecutive system that obtains water from Salisbury-Rowan Utilities (SRU) and serves a population of approximately 445 people. Rowan County owns the water system, and SRU serves as the Operator in Responsible Charge (ORC). SRU operates a water treatment plant which supplies the City and Northeast Rowan County systems. Northeast Rowan County and its ORC have performed semi-annual tap sampling for LCR compliance starting in July 2018.

The system's 90th percentile lead concentration has exceeded the Action Level during many of these sampling events with no source of lead in the public water supply, thus, the County and ORC have taken action to support the reduction of lead concentrations in homes in the system by altering treatment techniques to best prevent the leaching of lead from the private plumbing systems.

In an effort to obtain compliance and provide their customers with safe drinking water, NEWS began a corrosion study partnering with Hazen and Sawyer and Virginia Polytechnic Institute and State University. As a result of this study and under direction of NCDEQ, it was recommended that the NEWS install a chemical booster station capable of adjusting pH and adding a corrosion inhibitor at the point of entry. Since that time the chemical booster station has been designed, constructed, and placed online.

The chemical booster station includes a conditions structure containing chemical feed systems to add caustic to control pH and corrosion inhibitor to maintain a minimum concentration of phosphate. Installed chemical feed systems include feed pumps, chemical drums, containment areas, instrumentation and a 30-day supply of each chemical. Safety features include emergency shower/eyewash station, alarms for operation including overfeeding, spills, and loss of power, and fencing to prevent uncontrolled site access. A chemical injection manhole was supplied for operations and maintenance of chemical feed injection points, a pH meter and the installation of an inline mixer to ensure proper chemical dispersion into the water supply.

(OVER)

6. Project Budget			
	Division Funding Requested	Other Secured Funding Source(s)	Total Cost Amount
Indicate construction costs by line item (e.g., linear feet of different-sized lines)			
<u>Construction Costs</u>	975,000		975,000
<u>Engineering Costs</u>	270,000		270,000
<u>Administration Costs</u>			
Planning			
Easement Preparation		N/A	
Grant Administration (if applicable)	20,000		20,000
			000
Loan Administration (if applicable)			
ER Preparation			
Environmental Documentation Preparation		N/A	
Legal Costs	37,000		37,000
Other	598,000		598,000
<i>Administration Subtotal:</i>		N/A	
TOTAL PROJECT COST:	1,900,000	N/A	1,900,000
<p>A PE Seal for the estimate <u>is no longer required</u> in the space to the right for the request to be considered complete.</p>			

Certification by Authorized Representative

The attached statements and exhibits are hereby made part of this Request for Funding, and the undersigned representative(s) of the Recipient certifies that the information in this Request for Funding and the attached statements and exhibits is true, correct, and complete to the best of his/her knowledge and belief. By initialing each item and signing at the end of this Request for Funding, he/she further certifies that:

- _____ 1. as Authorized Representative, he/she has been authorized to file this Request for Funding;
- _____ 2. the Recipient agrees to provide for proper maintenance and operation of the approved project after its completion, including budgeting and generating the revenues needed for the eventual rehabilitation and/or replacement of physical infrastructure assets;
- _____ 3. the Recipient has substantially complied with or will comply with all federal, state, and local laws, rules, and regulations and ordinances as applicable to this project;
- _____ 4. the Recipient will adopt and place into effect on or before the completion of the project a schedule of fees and charges which will provide for the adequate and proper operation, maintenance, and administration of the project;
- _____ 5. the project budget provided on Page 4 of this form includes all funding requested from all sources of funding proposed for this project; and
- _____ 6. the (Town or County), North Carolina is organized and chartered under the laws of North Carolina. All officials and employees are aware of, and in full compliance with NCGS 14-234, "Director of public trust contracting for his own benefit, participation in business transaction involving public funds; exemptions." (For units of local government only. All others should initial "N/A.")

(OVER)

Completeness Checklist*

*In addition to this Request for Funding, **the following items must be included for a complete package**; please initial that each item is included in this submittal.*

	Section 1 – General Information, Request for Funding has accepted all ARP funding requirements
	Section 5 - Project Description, Project matches funding eligibility established by funding source (Table 1) and NC State Budget language (Appendix A)
Does Not Apply	PE Seal on project budget (construction projects only)

Submittal Information

- Send one (1) **original hard copy** to:

Mailing Address[†] (US Postal Service only)

Division of Water Infrastructure
1633 Mail Service Center
Raleigh, NC 27699-1633

Physical Address (FedEx, UPS)[‡]

Division of Water Infrastructure – 8th Floor, Archdale Building
512 North Salisbury Street
Raleigh, NC 27604
919.707.9160

[†]Please allow a week for delivery if mailing via the US Postal Service.

[‡]For all courier services, please use the physical address, as having a courier deliver to the mailing address will delay package delivery.

Signature

Please note: Original signatures are required.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

Aaron Church

TYPED NAME

County Manager

TYPED TITLE

DATE

APPENDIX A

Drinking Water and Wastewater Reserve - At Risk Projects
S.L. 2022-74, Section 12.9.(e)

	Funds Appropriated	Recipient
1	\$360,000	Andrews, Town of
2	\$2,825,000	Angier, Town of
3	\$5,000,000	Anson County
4	\$3,600,000	Archdale, City of
5	\$2,000,000	Banner Elk, Town of
6	\$3,800,000	Bladenboro, Town of
7	\$100,000	Boardman, Town of
8	\$2,750,000	Buncombe County, for a flood mitigation project in Barnardsville
9	\$1,118,247	Burke County
10	\$7,125,000	Cabarrus County Water and Sewer Authority
11	\$3,250,000	Cajah's Mountain, Town of
12	\$1,000,000	Catawba County
13	\$2,000,000	Chadbourn, Town of
14	\$3,000,000	Cherryville, City of
15	\$250,000	Claremont, City of
16	\$25,000,000	Clayton, Town of, for Sam's Branch Water Reclamation Facility
17	\$1,000,000	Coats, Town of
18	\$500,000	Columbus, Town of
19	\$2,500,000	Davidson County
20	\$8,000,000	Davie County
21	\$500,000	Denton, Town of
22	\$3,600,000	Elizabeth City, City of, of which no less than one million dollars (\$1,000,000) shall be used for a new pump station to accommodate recent campus improvements at Elizabeth City State University
23	\$2,000,000	Elkin, Town of
24	\$2,000,000	Elm City, Town of
25	\$1,000,000	Erwin, Town of
26	\$1,350,000	Fair Bluff, Town of
27	\$6,000	Fontana Dam, Town of
28	\$8,750,000	Franklin County
29	\$820,000	Franklin, Town of
30	\$2,700,000	Garland, Town of
31	\$2,375,000	Gaston County

	Funds Appropriated	Recipient
32	\$500,000	Gibsonville, Town of
33	\$10,000,000	Graham, City of
34	\$250,000	Harmony, Town of
35	\$525,000	Haw River, Town of
36	\$100,000	Hayesville, Town of
37	\$5,000,000	Henderson, City of, for the Kerr Lake Regional Water System expansion
38	\$220,000	Highlands, Town of
39	\$3,250,000	Jacksonville, City of
40	\$2,500,000	Kings Mountain, City of
41	\$4,200,000	Landis, Town of
42	\$11,250,000	Laurinburg, City of
43	\$5,000,000	Lenoir County
44	\$6,300,000	Lenoir, City of
45	\$9,250,000	Lillington, City of
46	\$18,550,000	Lincoln County, to connect water service between Lincoln County and Gaston County
47	\$4,750,000	Littleton, Town of
48	\$250,000	Long View, Town of
49	\$1,000,000	Love Valley, Town of
50	\$23,500,000	Lower Cape Fear Water and Sewer Authority
51	\$4,000,000	Marshville, Town of
52	\$3,500,000	Mayodan, Town of
53	\$11,925,000	Mebane, City of
54	\$9,500,000	Mooresville, Town of
55	\$1,118,247	Morganton, City of
56	\$1,000,000	Mount Olive, Town of
57	\$4,811,000	Mount Pleasant, Town of
58	\$360,000	Murphy, Town of
59	\$3,200,000	Newland, Town of
60	\$33,750,000	Newton, City of
61	\$15,000,000	North Wilkesboro, Town of
62	\$10,000,000	Onslow Water and Sewer Authority for the Southeast Wastewater Treatment Plant
63	\$4,800,000	Pembroke, Town of
64	\$2,000,000	Pilot Mountain, Town of
65	\$2,500,000	Pine Level, Town of
66	\$5,633,950	Pink Hill, Town of, of which no less than two million two hundred five thousand two hundred dollars (\$2,205,200) shall be used for a stormwater quality project.

	Funds Appropriated	Recipient
67	\$1,500,000	Princeton, Town of
68	\$2,500,000	Randolph County
69	\$1,000,000	Rich Square, Town of
70	\$4,000,000	Richmond County
71	\$140,000	Robbinsville, Town of
72	\$3,500,000	Ronda, Town of
73	\$1,900,000	Rowan County
74	\$2,000,000	Sanford, City of, for service expansion to Holly Springs and Fuquay-Varina
75	\$10,200,000	Shelby, City of
76	\$2,000,000	Siler City, Town of
77	\$500,000	Spring Lake, Town of
78	\$900,000	Stanly County
79	\$5,700,000	Stanley, Town of
80	\$5,000,000	Stokes County Water and Sewer Authority
81	\$237,000	Sweptsonville, Town of
82	\$1,850,000	Tabor City, Town of
83	\$500,000	Thomasville, City of
84	\$900,000	Troutman, Town of
85	\$1,750,000	Union County
86	\$8,000,000	Walnut Cove, Town of, to be allocated as follows: a. Six million four hundred thousand dollars (\$6,400,000) to replace a transmission main. b. One million six hundred thousand dollars (\$1,600,000) to replace asbestos lines.
87	\$7,500,000	Warsaw, Town of
88	\$1,500,000	West Jefferson, Town of
89	\$1,000,000	Yadkin County
90	\$3,050,000	Yancey County, for a WWTP project

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Michelle McDaniel Tax Collection Assistant
DATE: 02/09/2023
SUBJECT: Tax Refunds for Approval

ATTACHMENTS:

Description	Upload Date	Type
December 2022 VTS Refunds	2/9/2023	Cover Memo
January 2023 Tax Refunds	2/9/2023	Cover Memo

ENTERED

2-9-23

2/24/23

DECEMBER 2022 VTS REFUNDS

TAXPAYER NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	REASON	TRANS#	REFUND
ARISTY, VANESSA	349L COPPERFIELD BLVD NE	# 508	CONCORD	NC	28025	Vehicle Totalled	265252233	78.11
ARNETTE, CATHY LYNN	555 CANNON FARM RD		CHINA GROVE	NC	28023	Vehicle Sold	177895352	110.60
ARTHUR, ROBERT THOMAS	420 LM OVERCASH RD		SALISBURY	NC	28146	Situs error	353965224	300.73
BARNETTE, MELISSA LYNN	2455 OLD US HIGHWAY 70		CLEVELAND	NC	27013	Situs error	354598508	50.59
BASINGER, RANDY LYNN JR	1020 CRESCENT RD		ROCKWELL	NC	28138	Adjustment	177895274	95.01
BURR, ANDREW MICHAEL	265 MCCARNS ST		MOORESVILLE	NC	28115	Vehicle Sold	177918240	324.82
CATER, TERRANCE JOHN	456 SETTLERS GROVE LN		SALISBURY	NC	28146	Vehicle Sold	177424844	35.50
CURRAN, JANET CLINE	1140 INLET POINT DR		SALISBURY	NC	28146	Situs error	355790352	370.94
DERYCK, SHARON JACKLYN	475 W JAKE ALEXANDER BLVD	STE 102 # 141	SALISBURY	NC	28147	Insurance Lapse	176982650	3.71
DYER, HEATHER SPARGER	107 DEVONSHIRE LN		SALISBURY	NC	28146	Vehicle Sold	177895164	47.83
FINNEY, BRIAN SCOTT	9845 MOORESVILLE RD		MOUNT ULLA	NC	28125	Vehicle Sold	176722742	32.28
FRICK, WOODROW FELTON	900 WISTERIA WAY		SALISBURY	NC	28146	Vehicle Sold	265676022	206.76
FULK, WESLEY LANE	1350 LEGION CLUB RD		SALISBURY	NC	28146	Vehicle Sold	177424868	56.97
FULK, WESLEY LANE	1350 LEGION CLUB RD		SALISBURY	NC	28146	Vehicle Sold	176990402	110.86
GAGLIARDI, MATTHEW	12725 NC HIGHWAY 801		MOUNT ULLA	NC	28125	Vehicle Sold	177424872	254.55
GRISSOM, LORRAINE PAULETTE	1228 N MAIN ST		SALISBURY	NC	28144	Vehicle Sold	265676016	12.17
HARRISON, ROBERT LEWIS	PO BOX 32		SALISBURY	NC	28145	Vehicle Sold	177424876	3.37
HILL, NICHOLAS TYLER	9265 FISHER RD		ROCKWELL	NC	28138	Vehicle Totalled	176990410	99.46
HILL, NICHOLAS TYLER	9265 FISHER RD		ROCKWELL	NC	28138	Vehicle Sold	176990406	172.89
JONES, MICHAEL EUGENE JR	225 S FULTON ST		SALISBURY	NC	28144	Vehicle Totalled	265676025	151.41
KNIGHT, ALLIE STARNES	8101 UNITY CHURCH RD		KANNAPOLIS	NC	28081	Vehicle Sold	176990350	10.82
LANTER, KIMBERLY LYNN	9270 NC HWY 801		MOUNT ULLA	NC	28125	Vehicle Sold	266137455	65.89
LITAKER, BLAKELEY CHASE	309 GOLDSTON ST		KANNAPOLIS	NC	28081	Vehicle Sold	265676070	21.31
LYERLY, BOBBY RAY JR	375 QUAIL DR		SALISBURY	NC	28147	Vehicle Sold	177609776	17.24
MATANGIRA, NICOLE HOLMES	675 BEAGLE CLUB RD		SALISBURY	NC	28146	Vehicle Sold	176990650	69.89
MIDDLETON, JOANNE RUFF	135 WILLOW LEAF		KANNAPOLIS	NC	28081	Situs error	353964892	39.77
MILLER, GERALD LAVON	1300 LARCHMONT PL	UNIT 308	SALISBURY	NC	28144	Vehicle Sold	266426571	33.62
MILLER, ROBERT MICHAEL	114 VANCE ALLEN AVE		ROCKWELL	NC	28138	Vehicle Totalled	177117352	4.19
MORGAN, MADISON ELIZABETH	730 JACKSON RD		SALISBURY	NC	28146	Vehicle Sold	177363972	14.60
PATEL, KIRANKUMAR BHAVANBHAI	191 SETTLERS GROVE LN		SALISBURY	NC	28146	Vehicle Sold	176990412	3.02
PHILPOTT, JOHN ROBERT JR	3312 WINGED FOOT DR		SALISBURY	NC	28144	Vehicle Sold	265084695	303.72
RAPPE, KEMBERLY DAWN	110 GREENBRIER CREEK PL		SALISBURY	NC	28146	Vehicle Totalled	176990416	224.48
RIVENBARK, PATRICIA JANE	6115 MORGAN CO HWY		LANCING	TN	37770	Reg. Out of state	177895304	119.16

41

Batch # 9377

Casey Robinson
Tax Collector

SHAVER, TONY DALE	115 SUNSET DR		ROCKWELL	NC	28138	Vehicle Sold	176834980	69.21
SHAVER, TONY DALE	115 SUNSET DR		ROCKWELL	NC	28138	Vehicle Sold	176834992	84.62
SMITH, JAMES MICHAEL	178 EDEN PARK DR		CHINA GROVE	NC	28023	Vehicle Sold	177117356	92.22
STELLUTE, CINDY ESHBACH	103 COVENTRY LN		SALISBURY	NC	28147	Vehicle Totalled	265676013	88.01
STELLUTE, CINDY ESHBACH	103 COVENTRY LN		SALISBURY	NC	28147	Vehicle Sold	265676010	105.21
STOKES, VICKI CHILDERS	2825 COUNTRYSIDE DR		KANNAPOLIS	NC	28081	Vehicle Sold	177117354	117.90
TRAMMELL, TERESA DONAHUE	3535 NC HIGHWAY 152 E		SALISBURY	NC	28146	Vehicle Sold	176722748	4.77
TREXLER, LINDA HIPPI	11630 STOKES FERRY RD		GOLD HILL	NC	28071	Vehicle Totalled	176990354	46.33
							TOTAL:	\$ 4,054.54

ENTERED

2-9-23

2/24/23

JANUARY 2023 TAX REFUNDS

TAXPAYER 1	TAXPAYER 2	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	SITUS	PARID	REFUND
20/20 TITLE LLC		333 TECHNOLOGY DRIVE, SUITE 112		CANONSBURG	PA	15317	0 OLD BEATTY FORD RD	432 107	2.84
20/20 TITLE LLC		333 TECHNOLOGY DRIVE SUITE 112		CANONSBURG	PA	15317	8725 OLD BEATTY FORD RD	432 106	6.38
704 BUILDERS		14355 COMMERCE WAY		HIALEAH	FL	33016	1380 MOOSE RD	151 613	4.69
A & L MINI MART INC.		PO BOX 454		FAITH	NC	28041	103 N MAIN ST	163670	425.57
ACCURATE ABSTRACTORS LLC		125 PASEO DR		MOORESVILLE	NC	28117	0 NESTLEWOOD LN	320C239	66.92
ACUNA GUADALUPE SALAZAR		585 POP STIREWALT RD		SALISBURY	NC	28146	1375 PERCY LN	358B024	114.37
ADAMS GLADELL PHILLIPS		2305 MCGILL ST		KANNAPOLIS	NC	28081	0 MOGEE DR	245B105	3.06
ALLEN GAYLE		15418 PRINCE FREDERICK WAY		SILVER SPRING	MD	20906	416 S SHAVER ST	019A0610001	118.85
ALLEN JIM B		509 SUNSET DR		SALISBURY	NC	28147	509 SUNSET DR	61108407	23.98
ALLIGOOD JERRY L		2 DRYPETES CT W		HOMOSASSA	FL	34446	7230 OLD MOCKSVILLE RD	309 055	10.84
ALLIGOOD JERRY L		2 DRYPETES CT W		HOMOSASSA	FL	34446	PERSONAL PROPERTY	982738	1.34
AMERICAN PROPERTY MANAGERS, LLC		1640 DALE EARNHARDT BLVD		KANNAPOLIS	NC	28083	908 W A ST	148 127	1,559.42
ANNE/ROLAND FURNITURE		4011 STATESVILLE BLVD		SALISBURY	NC	28147	4011 STATESVILLE BLVD	334 2860002	8.00
AUSTIN KATHY		411 KIRK ST		CHINA GROVE	NC	28023	411 KIRK ST	104 139	7.63
BAMACHS PLUMBING		1010 STONEY CREEK DR		SALISBURY	NC	28145	425 EL CAMINO DR	178598	8.61
BARBEE GALE		400 CHERRY HILL RD		MOCKSVILLE	NC	27028	2115 SHUE RD	111 003	4.44
BARE CARL		3550 BERTIE AV		SALISBURY	NC	28147	0 MT MORIAH CHURCH RD	130 048	2.04
BARNHARDT CAROL RUTH		3755 PATTERSON RD		CHINA GROVE	NC	28023	0 PATTERSON RD	210 049	3.63
BARTHOLOMEW GERALD	BARTHOLOMEW MARTHA J M	8350 NC 801 HWY		MOUNT ULLA	NC	28125	0 NC 801 HWY	757 045	40.79
BASINGER BENNY DALE		722 PARK AVE		SALISBURY	NC	28144	722 PARK AVE	016 357	4.48
BATES LINDA A		230 STAFFORD ESTATES DR		SALISBURY	NC	28146	210 STAFFORD ESTATES DR	4 06E+08	13.52
BCA PROPERTY MGMT LLC		117 HARBOUR DR		HUBERT	NC	28539	280 ERVIN WOODS DR	249B482	43.60
BEAVER CARL LYNN		3100 ROCKWELL RD		ROCKWELL	NC	28138	3100 ROCKWELL RD	387 032	5.69
BEAVER LARRY DEAN	BEAVER JOYCE PERRY	135 SANOFIELD DR		CHINA GROVE	NC	28023	0 MT HOPE CHURCH RD	418 135	1.59
BEAVER MICHAEL WAYNE	BEAVER LINDA B	7495 BEAVER LN		KANNAPOLIS	NC	28081	0 BEAVER LN	249A114	27.10
BEAVER SCOTT D		2060 DEAL RD		MOORESVILLE	NC	28115	0 WRIGHT RD	242 096	4.91
BEAVER SCOTT DEAL		2060 DEAL RD		MOORESVILLE	NC	28115	0 DEAL RD	238 009	7.49
BEAVER SCOTT DEAL	BEAVER SHIRLEY R	2060 DEAL RD		MOORESVILLE	NC	28115	1735 DEAL RD	242 007	29.48
BEAVER SCOTT DEAL		2060 DEAL RD		MOORESVILLE	NC	28115	7590 FREEZE RD	249A023	12.75
BELL PROPERTIES OF THE CAROLINAS		1452 CASSIDY CT SW		OCEAN ISLE BEACH	SC	28469	1912 S MAIN ST	061 069	64.21
BELLE REALTY DEVELOPMENT COMP		301 N MAIN ST		SALISBURY	NC	28144	0 N SALISBURY AVE	045 0320001	308.30
BENNETT GEORGE T	BENNETT SABRINA C	2585 LIPE RD		CHINA GROVE	NC	28023	1815 N CANNON BLVD	161 226	6.92
BENTON LORETTA		3158 COLUMBIA WOODS DR		DECATUR	GA	30032	1229 GRADY ST	012 065	4.63
BLACK JACQUELYN L		433 EASTWOOD DR		SALISBURY	NC	28146	433 EASTWOOD DR	058B346	10.00
BLAKE JAMIE ALAN		728 WASHINGTON LN		KANNAPOLIS	NC	28083	PERSONAL PROPERTY	171066	33.99
BLUM JOHN NEIL		9811 SCHEER CT		HARRISBURG	NC	28075	760 CATFISH RD	505 065	6.94
BOLER WOODROW D JR		13423 WELBY PL		MIDLOTHIAN	VA	23113	1105 CRESTVIEW AVE	012 234	6.75
BOLICK DONNA L		2395 LONG FERRY RD		SALISBURY	NC	28146	390 ST ANDREWS CHURCH RD	809A037	576.48
BOLICK DONNA L		2395 LONG FERRY RD		SALISBURY	NC	28146	410 ST ANDREWS CHURCH RD	809A059	151.36
BOST CALVIN EUGENE	BOST MYRA	905 EBENEZER RD		KANNAPOLIS	NC	28083	905 EBENEZER RD	143 092	1.40
BOST DONALD RICHARD	BOST VIRGINIA	2870 AIRPORT RD		SALISBURY	NC	28147	0 AIRPORT RD	467 264	136.41
BOST JAMES F		406 4TH ST		SPENCER	NC	28159	406 4TH ST	033 311	6.79
BOST JAMES FRANKLIN		406 4TH ST		SPENCER	NC	28159	507 3RD ST	033 260	3.94
BOSTJANICK BRUCE M		1021 SUNSET POINTE DR		SALISBURY	NC	28146	6980 GOODMAN LAKE RD	606 013	3.36
BRAZIL CHRISTINE		963 SHERWOOD LN		STATESVILLE	NC	28677	130 HUNTER ST	048 050A	3.62
BRAZIL CHRISTINE		963 SHERWOOD LN		STATESVILLE	NC	28677	1404 STATESVILLE BLVD	332 013	12.21
BRIGHT DAVID EDMONSON		225 LONGFIELD DR		MOORESVILLE	NC	28115	PERSONAL PROPERTY	172701	1.55
BRIGMAN GINA W & HS	BRIGMAN DONALD RICHARD JR	230 DEER HAVEN DR		CHINA GROVE	NC	28023	230 DEER HAVEN DR	125A087	4.90
BROOKS CHARLES VERNON JR		398 WILDLIFE RD		TROUTMAN	NC	28166	240 PAIGE DR	209 134	2.15
BROOME THELMA		330 VIRGINIA AVE		CHINA GROVE	NC	28023	330 VIRGINIA AVE	121A093	20.00
BROWN PLEASANT ARTHUR		109 MAPLE ST		CLEVELAND	NC	27013	0 MOUNTAIN RD	268 016	103.73
BROWN TONI ANGELA		9210 W NC 152 HWY		MOORESVILLE	NC	28115	PERSONAL PROPERTY	991203	10.18
BRUSH BYRON GLENN		321 PALMER CIR		ROCKWELL	NC	28138	321 PALMER CIR	385 102	14.22
BRUSH BYRON GLENN		321 PALMER CIR		ROCKWELL	NC	28138	0 BALD EAGLE LN	521A001	1.88
BRUSH BYRON GLENN		321 PALMER CIR		ROCKWELL	NC	28138	520 BALD EAGLE LN	521 024	1.84
BRUSH BYRON GLENN		321 PALMER CIR		ROCKWELL	NC	28138	PERSONAL PROPERTY	991341	1.01
BRYANT JAMES C	BRYANT PATTY ANN	885 GIN RD		GOLD HILL	NC	28071	875 GIN RD	370 031	2.90
BUMGARDNER RUSSELL		101 MINK DR		SALISBURY	NC	28146	PERSONAL PROPERTY	175402	9.94
BUSKIRK MARK RICHARD	BUSKIRK JOYCE ANN	109 MIDDLE OAK DR		SALISBURY	NC	28146	PERSONAL PROPERTY	992193	6.00
BYARS CONCRETE INC		2135 GHEEN RD		SALISBURY	NC	28147	2135 GHEEN RD	164620	22.72
CABRIALES WILLIAM		171 SAMURAI LN		MT AIRY	NC	27030	338 PEARL ST	065 095	219.58
CANUP DONNA BOSTIAN		265 YANKEE DR		RICHFIELD	NC	28137	PERSONAL PROPERTY	993011	6.24

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Casey Robinson
Tax Collector

CAPELS JOHNNY RAY	CAPELS RENEE WANDA TRUSTEES	31822 VIA FAISAN	TRABUCO CANYON	CA	92679	10270 UNITY CHURCH RD	238 102	50.79
CARILLO MARIA		810 ERWIN TEMPLE CHURCH RD	WOODLEAF	NC	27054	PERSONAL PROPERTY	181018	36.09
CAROLINA FOREST CHILD DEVELOPMENT		214 RONNIE CT	MYRTLE BEACH	SC	29579	0 PINE CT	235 095	1.08
CARROLL OLLIE M.		1103 OLD PLANK RD	SALISBURY	NC	28144	1103 OLD PLANK RD	008 15206	1,263.43
CASTOR DALE & MANDY G CASTER		6437 ROANOKE DR	KANNAPOLIS	NC	28081	0 CRESS SCHOOL RD	479 027	3.83
CERRATO ROSA A	CERRATO MILTON	36132 FINGER RD	MOUNT PLEASANT	NC	28124	206 N MARTIN LUTHER KING JR AVE	016 116	5.48
CLARK CHRISTOPHER GLEN		718 KEEVER AVE	KANNAPOLIS	NC	28083	PERSONAL PROPERTY	180902	82.90
CLAY BLAINE A	CLAY SHIRLEY A	1880 FAITH RD	SALISBURY	NC	28146	0 FAITH RD	064 019	78.19
CLAY BLAINE A	CLAY SHIRLEY A	1880 FAITH RD	SALISBURY	NC	28146	1880 FAITH RD	064 020	917.98
CLAY BLAINE ALVIN		1880 FAITH RD	SALISBURY	NC	28146	PERSONAL PROPERTY	995352	25.90
CLEMENTINO T ROSA RESIDUAL TRUST		221 STONE RIDGE DR	SALISBURY	NC	28146	0 5 MAIN ST	061 193	4.69
CLEMENTINO T ROSA RESIDUAL TRUST		221 STONE RIDGE DR	SALISBURY	NC	28146	2304 S MAIN ST	061 059	37.61
CLINE PHILLIP W	CLINE ANN C	11395 MT OLIVE RD	GOLD HILL	NC	28071	365 MAINSAIL RD	612 203	81.32
CLINE PHILLIP W	CLINE ANN C	11395 MT OLIVE RD	GOLD HILL	NC	28071	365 MAINSAIL RD	612 203	1.00
CLORITE JOSEPH		790 RABBIT HOLLOW RD	CLEVELAND	NC	27013	790 RABBIT HOLLOW RD	729 027	7.69
CMH TRANSPORT INC		PO BOX 4098	MARYVILLE	TN	37802	508 PALMER RD	182421	1.14
CODDLE EXCHANGE HOLDINGS LLC		336 RACEWAY DR STE 7	MOORESVILLE	NC	28117	3222 PLAYER CT	326H032	526.74
CODDLE EXCHANGE HOLDINGS LLC		236 RACEWAY DR STE 7	MOORESVILLE	NC	28117	404 LAUREL VALLEY WAY	326I067	447.74
COLEMAN HOWARD		102 S MAIN ST	CHINA GROVE	NC	28023	136 CHIPPEWA TR	225A020	17.10
COLEMAN MUSIC		1021 S MAIN ST	CHINA GROVE	NC	28023	134 CHIPPEWA TRL	225A054	2.45
COLLIE KIMBERLY HUFFMAN		7402 RIVERVIEW KNOLL CT	CLEMMONS	NC	27012	1720 DEWBERRY PL	063B029	36.34
COMPTON JOYCE THOMAS		155 EVENING DR	SALISBURY	NC	28147	583 DAVIS FARM RD	207H018	18.34
CONTINENTAL MTRG SVC		9600 NW 18TH ST	PLANTATION	FL	33322	2728 GOODNIGHT RD	766 054	7.54
COPE DERRIKE	COPE ELESIA	418 W LIBERTY ST	SALISBURY	NC	28144	418 W LIBERTY ST	006 369	2,460.49
CORELOGIC COMMERCIAL REAL ESTATE SERVICES INC		PO BOX 9222	COPPELL	TX	75019	113 CIRCLE DR	006 045	1,579.66
CORELOGIC COMMERCIAL REAL ESTATE SERVICES INC	HOLDINGS LLC	PO BOX 9222	COPPELL	TX	75019	121 MARY ST	159 104	852.54
CORELOGIC COMMERCIAL REAL ESTATE SERVICES INC		PO BOX 9222	COPPELL	TX	75019	518 S MAIN ST	352 008	1,820.62
CORELOGIC COMMERCIAL REAL ESTATE SERVICES INC		PO BOX 9222	COPPELL	TX	75019	704 E RYDER AVE	108 152	1,210.41
CORNERSTONE BUILDERS, INC.		403 GADDY ST	KANNAPOLIS	NC	28081		249C158	2.64
CORNERSTONE BUILDERS, INC.		403 GADDY ST	KANNAPOLIS	NC	28081	304 FREEZE MEADOW RD	221A071	1.72
CORNERSTONE BUILDERS, INC.		403 GADDY ST	KANNAPOLIS	NC	28081	403 GADDY ST	249B271	10.87
COX ENTERPRISES, INC	SOLUTIONS LLC	6205-A PEACHTREE DUNWOODY RD - 12TH FLOOR	ATLANTA	GA	30328	611 PEELER	177841	7,916.98
COYLE MARK		859 IRISH CREEK DR	LANDIS	NC	28088	980 TAMARY WAY	132C059	114.00
CROSS JASON ANDREW		830 ROGERS RD	CHINA GROVE	NC	28023	PERSONAL PROPERTY	177536	35.64
CROTTS WADE ELMER		PO BOX 60	WOODLEAF	NC	27054	730 PARKS RD	818 051	1.65
CROUCH CARLYN H		949 HICKORY GROVE LN	CHINA GROVE	NC	28023	117 RAY DR	120 116	5.11
CROUCH CARLYN HENSLEY		949 HICKORY GROVE LN	CHINA GROVE	NC	28023	949 HICKORY GROVE LN	114C046	15.06
DAVIS JOYCE WADDELL		8105-251 OLD CONCIRD RD	NEWELL	NC	28126	526 E FISHER ST	019 114	208.87
DAVIS QUIDA		3219 BRINGLE FERRY RD	SALISBURY	NC	28146	3219 BRINGLE FERRY RD	056 137	2,384.09
DE VALLE KIMBERLY		19840 OLD BEATTY FORD RD	GOLD HILL	NC	28071	PERSONAL PROPERTY	999896	1.17
DEAL HOYLE ERIC	DEAL ERMA G	320 ROBIN RD	CHINA GROVE	NC	28023	240 ROBIN RD	138 022000001	1.70
DEAL HOYLE ERIC	DEAL ERMA G	320 ROBIN RD	CHINA GROVE	NC	28023	320 ROBIN RD	138 023	3.61
DEWITT KAREN S		1274 STANLEY RD SW	SUPPLY	NC	28462	320 TREE LIMB LN	146 176	3.98
DIAZ ULISES		225 JACOBS LAMBE LN	SALISBURY	NC	28146	PERSONAL PROPERTY	999421	16.23
DOBBINS PETER MICHAEL		6122 SHARON RD	SALISBURY	NC	28147	PERSONAL PROPERTY	100915	68.00
DOMINGUEZ ISRAEL L	DOMINGUEZ PATRICIA H	132 BUENA VISTA AVE	HIGH POINT	NC	27265	125 SAPONA DR	500A257	4.57
DOUGHERTY ERIC		195 LONESTAR ST	SALISBURY	NC	28146	195 LONESTAR ST	169775	20.16
DOUGHTY CHARLES DONALD		425 ALAN CIR	SALISBURY	NC	28147	PERSONAL PROPERTY	101172	15.16
DREW TRACY LEE		370 LIBERTY RD	GOLD HILL	NC	28071	370 LIBERTY RD	540 003	8.17
DUKES MICHAEL		701 N RIPLEY ST	ALEXANDRIA	VA	22304	0 NC 153 HWY	121 108	1.08
DUPOINT SPECIALTY PRODUCTS USA, LLC		PO BOX 80040	WILMINGTON	DE	19880	1335 LITTON DR	182840	130.89
EARNHARDT DIANE		213 BROOK ST	SALISBURY	NC	28146	PERSONAL PROPERTY	102387	3.66
EAVES BRYANT		2328 CHANTILLY CT	KANNAPOLIS	NC	28081	288 ERVIN WOODS DR	249B492	4.65
EDWARDS LAWRENCE A III		1416 N JACKSON ST	SALISBURY	NC	28144	1416 N JACKSON ST	004 125	14.43
EFIRD LINDA		223 HIDDEN POND LN	CHINA GROVE	NC	28023	223 HIDDEN POND LN	128 027	9.50
ELLINGTON JAMES EDWARD JR		403 BROOK ST	SALISBURY	NC	28146	403 BROOK ST	608B088	957.56
ELLINGTON JAMES EDWARD JR		403 BROOK ST	SALISBURY	NC	28146	PERSONAL PROPERTY	103378	34.01
EUDY PAUL WAYNE		1075 RED OAK DR	ROCKWELL	NC	28138	1075 RED OAK DR	381A128	1.83
EURY MICHAEL		240 BACK CREEK CHURCH RD	MOUNT ULLA	NC	28125	240 BACK CREEK CHURCH RD	571 009000001	4.66
EURY MICHAEL		240 BACK CREEK CHURCH RD	MOUNT ULLA	NC	28125	240 BACK CREEK CHURCH RD	571 009000002	1.76
FARRELL CREATIONS & RESTORATIONS LLC		203 PERFORMANCE RD	MOORESVILLE	NC	28115	203 PERFORMANCE RD	239 067	827.98
FINK DEBRA		2910 AGNER RD	SALISBURY	NC	28146	PERSONAL PROPERTY	105175	576.21
FLOOD LYNNE HOLSHOUSE		207 FINSBURY RD	COLUMBIA	SC	29212	1720 UPPER PALMER RD	633 085	1,567.40
FLOYD-BOYER PEPSI		138 CISCO RD	ASHEVILLE	NC	28805	217 TANGLEWOOD DR	249B096	1.83
FORD JOHN DAVID	FORD SHERRY LYNN STOWE	103 STEELE TRC	SALISBURY	NC	28147	103 STEELE TRC	480 088	8.27

FORTUNATE DEVELOPMENT		1090 QUIET COVE		KANNAPOLIS	NC	28083	4635 E NC 152 HWY	426D128	1.29
FORTUNATE DEVELOPMENT		1090 QUIET COVE		KANNAPOLIS	NC	28083	1180 WILLARD AV	145AD6014	1.95
FORTUNATE DEVELOPMENT LLC		1090 QUIET COVE		KANNAPOLIS	NC	28083	4635 E NC 152 HWY	426D129	1.29
FOSTER GRADON THOMAS	FOSTER TRULBY DIANE	110 CHIPPEWA TRL		CHINA GROVE	NC	28023	0 CHIPPEWA TRL	120 157	57.12
FREEMAN MICHAEL K		1005 S ZION ST		LANDIS	NC	28088	209 W 5TH ST	157 128	589.26
FREEZE VICKIE MORROW		555 SHINN FARM RD		MOORESVILLE	NC	28115	555 SHINN FARM RD	166073	22.30
GAVITT DEE		119 KATHLAND AVE		THOMASVILLE	NC	27360	PERSONAL PROPERTY	109927	28.80
GILLESPIE'S FABRICATION & DESIGN INC	DESIGN INC	2231 OLD WILKESBORO RD		SALISBURY	NC	28144	2231 OLD WILKESBORO RD	450A036	9,139.30
GILLESPIE'S FABRICATION & DESIGN		2231 OLD WILKESBORO RD		SALISBURY	NC	28144	2231 OLD WILKESBORO RD	166205	330.13
GOODLETT MARGARET C		6780 OLD MOCKSVILLE RD		SALISBURY	NC	28144	6780 YOUNG RD	170452	1.14
GOODMAN JOYCE H		220 OLD COUNTY RD		CLEVELAND	NC	27013	220 OLD COUNTY RD	554 004	2.60
GOODMAN MICHAEL WAYNE		1650 PEELER RD		SALISBURY	NC	28146	1650 PEELER RD	406 095	3.37
GOODMAN VERA GRAY		350 HOMER CORRIHER RD		CHINA GROVE	NC	28023	350 HOMER CORRIHER RD	131A01503	2.31
GOODNIGHTS GREENHOUSE		605 SAW RD		CHINA GROVE	NC	28023	0 GOODNIGHT LAKE RD	236 007	1.32
GOODNIGHTS GREENHOUSE		605 SAW RD		CHINA GROVE	NC	28023	1044 SAW RD	236 041	1.25
GOODNIGHTS GREENHOUSE		605 SAW RD		CHINA GROVE	NC	28023	355 SAW RD	166265	1.54
GOODNIGHTS GREENHOUSE		605 SAW RD		CHINA GROVE	NC	28023	455 SAW RD	235 023	7.27
GOODES BECKY G		1000 EBENEZER RD		KANNAPOLIS	NC	28083	725 CANNON FARM RD	131 062	559.47
GRACE TILLET BETTER PATH HOMES		1490 N ENOCHVILLE AVE		CHINA GROVE	NC	28023	0 S LONG ST	026 108	62.29
GRAHAM LUANN E		5870 OLD MOCKSVILLE RD		SALISBURY	NC	28144	0 OLD MOCKSVILLE RD	307 258	1.58
GRANT DEBBIE F		17 GABERONNE CT		ATLANTA	GA	30324	9225 W NC 152 HWY	232 003	1,813.10
GREENAWALT ROBERT W		GREENAWALT MARJORIE	779 STAFFORD ESTATES DR	SALISBURY	NC	28146	779 STAFFORD ESTATES DR	406C118	5.16
GREENBERGER FAMILY TRUST		3501 LOAN HILL LN		ENCINITAS	CA	92024	0 CRANBERRY WAY	061C062	234.11
GRIMES STEVEN MARK		606 CHRYSLER ST		KANNAPOLIS	NC	28083	320 CATTISH TER	509A132	97.47
GRIMES STEVEN MARK		606 CHRYSLER ST		KANNAPOLIS	NC	28083	320 CATTISH TER	509A132	94.77
GRUBBS RICKY ANDREW		2501 FAIRVIEW RD		GALAX	VA	24333	7432 US 52 HWY	356A026	1,091.58
GRUBBS RICKY ANDREW		2501 FAIRVIEW RD		GALAX	VA	24333	7442 US 52 HWY	356A027	1,091.58
GRUBBS RICKY ANDREW	GRUBBS CARRIE K	2501 FAIRVIEW RD		GALAX	VA	24333	715 N CHURCH ST	011 098	1,788.87
GUILLEDGE GRAYLON THOMAS		255 PEACH ORCHARD RD		SALISBURY	NC	28147	1201 DAVIS ST	065 120	283.49
H.L. RUTH, PA ATTORNEY AT LAW		PO BOX 2087		CONCORD	NC	28028	0 PIPELINE RD	236B109	4.59
HAIR BY HEATHER		10215 PROSPERITY PARK DR		CHARLOTTE	NC	28269	200 ROLLING RD	249D048	817.62
HAMBY DONNIE R		682 VICTORIA RD		WOODSTOCK	GA	30189	980 CAMP RD	472A039	683.81
HARKEY MARIE		11880 COOL SPRINGS RD		CLEVELAND	NC	27013	0 CARSON RD	732 033	3.96
HARKEY MARIE H		11880 COOL SPRINGS RD		CLEVELAND	NC	27013	0 CARSON RD	733 006	9.78
HARKEY MARIE H		11880 COOL SPRINGS RD		CLEVELAND	NC	27013	11880 COOL SPRINGS RD	732 019	24.00
HARKEY MARIE H		11880 COOL SPRINGS RD		CLEVELAND	NC	27013	11895 COOL SPRINGS RD	732 034	20.42
HARRIS FANNIE SIFFORD		582 A SHORT ST		CHINA GROVE	NC	28023	582 SHORT ST	123 05301	14.47
HARRY KEVIN MITCHELL		314 MITCHELL AVE		SALISBURY	NC	28144	PERSONAL PROPERTY	175928	4.31
HART DONALD H		150 MCSHAG DR		KANNAPOLIS	NC	28081	150 MCSHAG DR	245A2028	686.49
HARTNESS MICHAEL WAYNE		HARTNESS JANE	485 KAY ST	SALISBURY	NC	28146	485 KAY ST	423A120	4.46
HATHAWAY KENT RAYMOND		1650 DAUGHERTY RD		CHINA GROVE	NC	28023	265 PINEYWOOD ST	177002	20.37
HENKEN EVAN		125 LONGFIELD DR		MOORESVILLE	NC	28115	125 LONGFIELD DR	243A084	764.06
HESS CHARLES R	HESS LINDA	3910 OLD CONCORD RD		SALISBURY	NC	28146	PERSONAL PROPERTY	114350	53.06
HILL JIMMY L	HILL JANE O	PO BOX 80		GOLD HILL	NC	28071	0 OLD BEATTY FORD RD	543 091	280.16
HILL KAYLEIGH J		PO BOX 1143		CHINA GROVE	NC	28023	4325 S MAIN ST	471 032	8.47
HILL KAYLEIGH J		PO BOX 1143		CHINA GROVE	NC	28023	4335 S MAIN ST	471 022	4.64
HIPP DARREN J		1920 W INNES ST		SALISBURY	NC	28144	PERSONAL PROPERTY	115250	8.06
HOBEN JOSEPH PATRICK	HOBEN HARRIET BEATY	1480 SELLS RD		SALISBURY	NC	28144	1480 SELLS RD	320 258	48.10
HODGE FARMS LLC		11235 NC 801 HWY		MOUNT ULLA	NC	28125	11235 NC 801 HWY	182308	912.63
HOLBROOK BLAINE D	HOLBROOK SANDRA W	321 DAYBROOK DR		LANDIS	NC	28088	PERSONAL PROPERTY	115654	10.71
HOLLIDAY KAREN A		8709 KISMET DR		CHARLOTTE	NC	28214	236 KAY ST	423A150	1.95
HOME STYLE HOMES OF NC LLC		1431 SUSSEX LN		SAUSBURY	NC	28144	1019 GRADY ST	012 12303	8.43
HONEYCUTT JIMMY CALDWELL		311 E RYDER AVE		LANDIS	NC	28088	311 E RYDER ST	109 034	22.42
HOOVER CHARLES EDDIE		142 SPORTSMAN DR		SAUSBURY	NC	28146	PERSONAL PROPERTY	116447	200.00
HOPKINS ROY THOMAS JR		5225 GRAND CANYON RD NW		CONCORD	NC	28027	0 FAITH RD	064 221	306.74
HOWE JEFFREY A	HOWE DENISE MCGUIRE	109 OAKVIEW DR		SALISBURY	NC	28146	109 OAKVIEW DR	064D198	5.82
HUBBARD BILL E	HUBBARD ETTIE R	2016 BUNKER CT		KANNAPOLIS	NC	28081	2016 BUNKER CT	141 097	75.74
HUFFMAN INVESTMENTS LLC		611 AZALEA LN		CHINA GROVE	NC	28023	0 ETHEL LN	115 174	419.08
HUMPHREY WINDY		2440 GOODNIGHT RD		SALISBURY	NC	28147	2440 GOODNIGHT RD	766 063	175.00
HUMPHREY WINDY CAROL-DEAL		2440 GOODNIGHT RD		SALISBURY	NC	28147	2440 GOODNIGHT RD	766 063	175.00
HUNECUTT JEREMY EUGENE		8315 FISHER RD		ROCKWELL	NC	28138	PERSONAL PROPERTY	181812	12.04
HUNNING RICHARD E	HUNNING GLENDA B	630 LILLIAN CIR		SALISBURY	NC	28147	0 LILLIAN CIR	769A039	201.19
HUNNING RICHARD E	HUNNING GLENDA B	630 LILLIAN CIR		SALISBURY	NC	28147	0 LILLIAN CIR	769A037	297.73
INGE DANA		4201 FROST CT		RALEIGH	NC	27609	PERSONAL PROPERTY	117921	113.71
JACKSON CALEB RYAN		280 WINGMASTER DR		MOORESVILLE	NC	28115	PERSONAL PROPERTY	184389	129.28

JACOBS CHRISTOPHER E		45 FULLERTON HEIGHTS AVE		BALTIMORE	MD	21236	0 CAIN ST	036 032	93.89
JAGRUP ALVIN		105 KENSINGTON ST		MOORESVILLE	NC	28117	0 CANNON FARM RD	244 013	529.26
JAMES TERRY LINN		205 LONGFIELD DR		MOORESVILLE	NC	28115	PERSONAL PROPERTY	173559	5.64
JE WALKER ELECTRIC, INC		150 MIDFIELD ST		MOORESVILLE	NC	28115	0 TRAILS END LN	423 311	6.24
JE WALKER ELECTRIC, INC		150 MIDFIELD ST		MOORESVILLE	NC	28115	310 NORTHDAL AVE	245B0978	4.03
JEFFERS SKIRLEY		821 S BOSTIAN ST B		CHINA GROVE	NC	28023	420 S US 29 HWY	105 024	1,770.70
JOHNSON G.R.		215 KIMBALL LOOP		CHINA GROVE	NC	28023	0 KIMBALL LOOP	130 334	1.74
JOHNSON G.R.		215 KIMBALL LOOP		CHINA GROVE	NC	28023	215 KIMBALL LOOP	130 183	7.78
JOHNSON G.R.		215 KIMBALL LOOP		CHINA GROVE	NC	28023	217 KIMBALL LOOP	130 257	6.00
JONES EILEEN FAGAN		3328 WOODWARDIA DR		CHARLOTTE	NC	28210	122 E INNES ST	105555	46.29
JONES JAMES CHRISTOPHER		1120 CORNWALLIS DR		WOODLEAF	NC	27054	PERSONAL PROPERTY	181254	23.13
JONES MARINE INC		10285 BRINGLE FERRY RD		SALISBURY	NC	28146	0 AIRPORT LOOP	470 001000055	226.50
JONES MARINE INC		10285 BRINGLE FERRY RD		SALISBURY	NC	28146	10285 BRINGLE FERRY	167057	227.99
JONES NADINE BROWN		PO BOX 700		FAITH	NC	28041	0 FAITH RD	403 179	760.44
KEARNS CATHY S		PO BOX 384	370 LIBERTY RD	GOLD HILL	NC	28071	0 MCINTYRE LN	808 036	2.60
KEE BENJAMIN FRANKLIN	KEE RUBY HORNE	167 BEECHWOOD DR		SALISBURY	NC	28147	167 BEECHWOOD DR	769B037	4.02
KELLER CAROLYN KEY	KELLER RICKY E	620 BARLOW AVE		KANNAPOLIS	NC	28081	PERSONAL PROPERTY	121102	4.02
KEN KELUS BUILDERS, INC.		143 BRAWLEY WOODS LANE		MOORESVILLE	NC	28115	0 808 WHITE RUN	462 040	2.18
KENERLY BETH		15080 STOKES FERRY RD		GOLD HILL	NC	28071	15080 STOKES FERRY RD	546 005000003	101.19
KENNERLY DANIEL REID		605 CAMELOT DR		SALISBURY	NC	28144	PERSONAL PROPERTY	121374	2.25
KEPLEY TERRY L	KEPLEY SUSAN T	490 COLEY RD		SALISBURY	NC	28146	0 COLEY RD	3 53E+184	77.58
KETCHIE LARRY WAYNE	KETCHIE BARBARA MCCALL	285 WOODSON RD		GOLD HILL	NC	28071	211 N CORRELL ST	109 03501	102.75
KIMBERLIN WILLIAM BRADLEY	KIMBERLIN SHARON GARR	1011 HEGLAR ST		CHINA GROVE	NC	28023	600 S CHAPEL ST	108 030	17.00
KIMBERLIN WILLIAM BRADLEY	KIMBERLIN SHARON GARR	1011 HEGLAR ST		CHINA GROVE	NC	28023	504 S CORRELL ST	108 03104	13.85
KING JOHN		PO BOX 681		EAST SPENCER	NC	28039	0 N LONG ST	007 143	134.04
KING JOHN W		PO BOX 681		EAST SPENCER	NC	28039	0 N LONG ST	007 143	239.72
KING JOHN WESLEY		PO BOX 681		EAST SPENCER	NC	28039	0 N LONG ST	007 143	126.78
KING JOHN WESTLEY		PO BOX 681		EAST SPENCER	NC	28039	0 N LONG ST	007 143	142.91
KLUTTZ TOMMY RAY		808 KLONDALE AVE		KANNAPOLIS	NC	28081	2538 OLD WILKESBORO RD	331 183	6.05
KNIGHT CHARLES HAMILTON		105 JOHNSTONE RD		CLEVELAND	NC	27013	105 JOHNSTONE RD	267 018	1.46
KNIPP LAW OFFICE PLLC		8221 VILLAGE HARBOR DR		CORNELIUS	NC	28031	731 STAFFORD ESTATES DR	406C115	311.89
KNIPP LAW OFFICE PLLC IOLTA ACCOUNT		8221 VILLAGE HARBOR DR		CORNELIUS	NC	28031	1955 SHUE RD	111 033	1,924.36
KNOX BOYD JACKSON		630 FIBER ACRES A ST		CLEVELAND	NC	27013	0 FIBER ACRES A ST	272C096	59.49
KNOX HILL FARM LLC		550 KNOX RD		CLEVELAND	NC	27013	651 KNOX RD	279 021	3,067.00
KOLOFF NIKITA S		302 LOOP RD N		KANNAPOLIS	NC	28081	302 N LOOP RD	149 322	1,542.53
KRIMINGER JOHN H		215 NEWPORT DR		SALISBURY	NC	28144	215 NEWPORT DR	300A022	2.12
LASH DEBORAH		PO BOX 1888		SALISBURY	NC	28145	615 CAROLINA BLVD	069 173	954.73
LEDBETTER MARILYN MARTIN		5709 BONANZA DR		CONCORD	NC	28025	0 TUCKER LN	527 145	34.21
LESLEY JAMES ALAN ETAL		1325 E COUNCIL ST		SALISBURY	NC	28146	1325 E COUNCIL ST	591053	1.38
LINN THOMAS PATRICK	LINN JULIE MEDLIN	2305 PLEASANT GROVE CHURCH RD		MARSHVILLE	NC	28103	410 MT MORIAH CHURCH RD	130 337	683.08
LOOS MARK CHRISTIAN		183 FLOWERING TREE LN		ROCKWELL	NC	28138	PERSONAL PROPERTY	174630	5.16
LUCAS JUSTIN	CHRISTEN LUCAS ILLUSTRATIONS	2035 BRIGGS RD		SALISBURY	NC	28147	2035 BRIGGS RD	182411	1.91
LUTHERIDE FARM		940 CLINE RD		MT ULLA	NC	28125	0 CLINE RD	551 042	146.66
LYERLY WILLIAM F		3315 FAYETTEVILLE ST		DURHAM	NC	27707	620 S CLAY ST	015 504	2.84
MAHAFFEY CLIVE L		755 LUTHER BARGER RD		SALISBURY	NC	28146	755 LUTHER BARGER RD	167584	11.52
MAHAFFEY CLIVE L	MAHAFFEY FAYE H	755 LUTHER BARGER RD		SALISBURY	NC	28146	1665 RAINEY RD	356 285	789.45
MAHAFFEY CLIVE LOYD	MAHAFFEY RUBY SOLOMON	755 LUTHER BARGER RD		SALISBURY	NC	28146	0 MAHAFFEY DR	630A116	116.99
MAHAFFEY CLIVE LOYD	MAHAFFEY RUBY SOLOMON	755 LUTHER BARGER RD		SALISBURY	NC	28146	0 MAHAFFEY DR	630A142	47.73
MAHAFFEY CLIVE LOYD	MAHAFFEY RUBY SOLOMON	755 LUTHER BARGER RD		SALISBURY	NC	28146	128 CARRINGTON LN	3598003	1,146.37
MAHAFFEY CLIVE LOYD	MAHAFFEY RUBY SOLOMON	755 LUTHER BARGER RD		SALISBURY	NC	28146	1675 RAINEY RD	356 284	780.56
MAHAFFEY CLIVE LOYD	MAHAFFEY RUBY SOLOMON	755 LUTHER BARGER RD		SALISBURY	NC	28146	850 LUTHER BARGER RD	629 188	27.19
MAJOR RICHARD D	MAJOR KATHY W	108 RUTLEDGE ST		CHINA GROVE	NC	28023	0 VANDERBILT RD	244 255	693.24
MAJOR RICHARD D	MAJOR KATHY W	108 RUTLEDGE ST		CHINA GROVE	NC	28023	108 RUTLEDGE ST	244 134	980.87
MARLOW TONYA S		866 SUNSET POINTE DR		SALISBURY	NC	28146	866 SUNSET POINTE DR	606H036	16.01
MATA REYNELDA	SOTO MATA JOSE ENRIQUE	603 E RYDER AVE		LANDIS	NC	28088	603 E RYDER ST	109 117	5.43
MAY DANA KEITH		425 ST MATTHEWS CHURCH RD		SALISBURY	NC	28146	PERSONAL PROPERTY	174516	30.95
MAY DANA KEITH		425 SAINT MATTHEWS CHURCH RD		SALISBURY	NC	28146	PERSONAL PROPERTY	174595	5.25
MCDANIEL JENNIFER CORRIER		PO BOX 642		MOUNT ULLA	NC	28125	255 CLINE RD	552 007	2.08
MERRITT SHARON B		1015 TREXLER RD		SALISBURY	NC	28146	PERSONAL PROPERTY	156083	23.58
MICTER LLC		1275 SHINN FARM RD		MOORESVILLE	NC	28115	9190 W NC 152 HWY	230A008	1,074.55
MICTER LLC		1275 SHINN FARM RD		MOORESVILLE	NC	28115	9360 W NC 152 HWY	230 087	1,452.30
MID-STATE EQUIPMENT LLC		4163 CASCADE STREET		TERRELL	NC	28682	12903 MOORESVILLE RD	212 031	1,431.60
MIKE WALLACE RACING INC		3429 TRINITY CHURCH RD		CONCORD	NC	28027	220 WESTEN ACRES DR	2494005	1.45
MILLER JOSEPH H	MILLER THOMAS & MILLER PERRY	645 N STRATFORD RD		WINSTON SALEM	NC	27104	120 AIRPARK DR	167901	82.23
MILLS TAYLOR		7815 STOKES FERRY RD		SALISBURY	NC	28146	7815 STOKES FERRY RD	631 061	612.30

MILLSAPS & BRATTON PLLC		2201 E 7TH ST	CHARLOTTE	NC	28204	0 ROCKWELL RD	380 044	100.17
MILLSAPS & BRATTON PLLC		2201 EAST 7TH ST	CHARLOTTE	NC	28204	3015 ROCKWELL RD	380 015	912.77
MISENHEIMER MARK S	MISENHEIMER KATIE P	8430 CASTOR RD	SALISBURY	NC	28146	8430 CASTOR RD	419 097	24.78
MISTRETTA MICHAEL JOHN		420 SPICEWOOD LN	SALISBURY	NC	28147	420 SPICEWOOD LN	464B113	1,779.84
MONROE NANCY P		1192 BIRD DOG TRL	ROCKWELL	NC	28138	1192 BIRD DOG TR	361A015	41.58
MOORE DORWIN		904 E OVERTON DR	AKRON	OH	44319	928 OVAL ST	148 250	270.00
MOORE JEFF		5104 MOORESVILLE RD	SALISBURY	NC	28147	5114 MOORESVILLE RD	465 018	281.46
MORGAN MICHAEL LINN		426 CROMER RD	SALISBURY	NC	28146	PERSONAL PROPERTY	133489	40.45
MORGAN RICKIE ALEXANDER		455 SCAMP RD	CHINA GROVE	NC	28023	PERSONAL PROPERTY	133531	10.29
MORGAN RICKIE ALEXANDER		455 SCAMP RD	CHINA GROVE	NC	28023	PERSONAL PROPERTY	133531	8.99
MORGAN RICKIE ALEXANDER		455 SCAMP RD	CHINA GROVE	NC	28023	PERSONAL PROPERTY	133531	10.55
MORTON OLENE M		PO BOX 728	CHINA GROVE	NC	28023	515 CHINA GROVE RD	134 002	18.40
MORTON OLENE M		PO BOX 728	CHINA GROVE	NC	28023	760 BOSTIAN RD	129 126	14.13
MOWBRAY JANIE		755 CRAWFORD RD	SALISBURY	NC	28146	0 CRAWFORD RD	602 068	4.45
MT CALVARY HOLY CHURCH OF AMERICA INC		PO BOX 1151	SALISBURY	NC	28145	642 S SHAVER ST	015 455	25.77
MURPHY THOMAS LEE	MURPHY LARA JOHNSTON	209 RIVERCHASE LN	MOORESVILLE	NC	28135	275 JACKSON RD	421 039	195.62
MYERS LARRY EUGENE		3665 US 601 HWY	SALISBURY	NC	28147	3665 US 601 HWY	320 206	553.04
MYERS LISA R		225 MAINSAIL RD	SALISBURY	NC	28146	PERSONAL PROPERTY	134790	5.32
MYERS LISA R		225 MAINSAIL RD	SALISBURY	NC	28146	PERSONAL PROPERTY	171430	35.32
NATION RALPH DOUGLAS		260 BONAVENTURE DR	SALISBURY	NC	28147	260 BONAVENTURE DR	463K034	1,504.08
NESBITT RANDY P	NESBITT KAREN D	2203 WOODLAWN ST	KANNAPOLIS	NC	28083	2203 WOODLAWN ST	158 271	100.00
NOLAN BARNHARDT ELECTRIC		456 GREEN MEADOWS DR	LEXINGTON	NC	27292	0 W NC 152 HWY	119 033	341.78
NOLT DAVID LAMAR		345 RABBIT PATCH DR	WOODLEAF	NC	27054	915 QUARRY RD	812 028	929.18
NORMAN SARA J		1102 BRYCE AVE	SALISBURY	NC	28144	1102 BRYCE AVE	012 258	1,106.79
NORRIS DAVID L	NORRIS PEGGY F	305 OAKVIEW DR	SALISBURY	NC	28146	305 OAKVIEW DR	6.40E+04	25.78
O'CHARLEY'S LLC		3038 SIDCO DRIVE	NASHVILLE	TN	37204	123 N ARLINGTON ST	059 130	507.50
O'CHARLEY'S LLC 396		3038 SIDCO DR	NASHVILLE	TN	37204	123 N ARLINGTON DR	168237	63.67
OLIVE DARYLE WAYNE	OLIVE LORRIE VARNADORE	PO BOX 1048	ROCKWELL	NC	28138	0 VARNADORE RD	634 035	1.97
OLIVER REBECCA E		4830 STOKES FERRY RD	SALISBURY	NC	28146	4830 STOKES FERRY RD	618 069	8.48
OLIVIA DAENE W		303 FORREST DR	SALISBURY	NC	28147	0 2ND ST	034 106	327.73
ON TRACK AUTO SALES & BODY	SHOP INC	4235 S MAIN ST	SALISBURY	NC	28147	4235 S MAIN ST	168277	1.24
ORMOND YVONNE HALL	HALL BERNICE WATSON	2508 BETHPAGE LN APT 107	FAYETTEVILLE	NC	28311	3835 WOODLEAF BARBER RD	269 061	200.00
OVERCASH BARBARA K		447 KENWAY LOOP	MOORESVILLE	NC	28117	208 N ENOCHVILLE AVE	249B012	6.01
OVERCASH TIMOTHY LEE		410 W RIDGE RD	SALISBURY	NC	28147	PERSONAL PROPERTY	136874	8.23
OWEN MICHAEL LEON		9075 SHERRILLS FORD RD	SALISBURY	NC	28147	0 WHITE RD	758 028	250.89
PARHAM FRANCES MULLIS		300 EDGEWOOD DR	CHINA GROVE	NC	28023	300 EDGEWOOD DR	235B163	3.97
PEACOCK LAWRENCE ROBERT	SPRINGER-PEACOCK AIMEE IANEL	600 TROUTMAN RD	ROCKWELL	NC	28138	595 TROUTMAN RD	146 098	1,091.67
PEELER MARGARET C		2513 E INNES ST	SALISBURY	NC	28146	2513 E INNES ST	065 049	15.35
PEELER MARGARET C		2513 E INNES ST	SALISBURY	NC	28146	0 ELIZABETH AVE	320A081	3.66
PETERS TIMOTHY JOHN	PETERS RITA S	175 SARAH DR	SALISBURY	NC	28146	175 SARAH DR	616B012	46.33
PEURIFOY SYLVIA HAWKINS	PEURIFOY EARL FARLEY	PO BOX 95	CLEVELAND	NC	27013	240 WESTFIELD DR	260 041	626.86
PJT & MMT FAMILY LTD PTRNSP		785 LONDON RD	MOORESVILLE	NC	28115	0 LONDON RD	217 008	21.58
PHARR DAVID JR		17 COBB LN APT C	MIDDLETOWN	NY	10940	1023 LOCKE ST	013 035	1.53
PHILIPS WOOD PRODUCTS, LLC		145 BOXWOOD CHURCH RD	MOCKSVILLE	NC	27028	12010 STATESVILLE BLVD	265 025	81.15
PIGG PRESTON MITCHELL	PIGG LISA M	1101 EBENEZER RD	KANNAPOLIS	NC	28083	1101 EBENEZER RD	140 034	9.17
PINKSTON TAMMY		255 TREXLER LOOP	SALISBURY	NC	28144	PERSONAL PROPERTY	173885	15.43
PINYAN DEWEY	PINYAN SYLVIA A TRUSTEES	608 MITCHELL AVE	CHINA GROVE	NC	28023	608 MITCHELL AV	1188224	1,096.31
PITNEY BOWES INC	MSC - TAX01	5310 CYPRESS CENTER DR STE 110	TAMPA	FL	33609	PERSONAL PROPERTY	168595	108.42
PITNEY BOWES INC	MSC - TAX01	5310 CYPRESS CENTER DR STE 110	TAMPA	FL	33609	PERSONAL PROPERTY	168596	15.67
PITNEY BOWES INC	MSC - TAX01	5310 CYPRESS CENTER DR STE 110	TAMPA	FL	33609	PERSONAL PROPERTY	168597	7.33
PITNEY BOWES INC	MSC - TAX01	5310 CYPRESS CENTER DR STE 110	TAMPA	FL	33609	PERSONAL PROPERTY	168601	9.53
PITTMAN DEMONTIE LEVETT SR		325 OAKVIEW DR	SALISBURY	NC	28146	1818 CHANTILLY LN	063A013	1,801.05
PLESS PHILIP WAYNE	PLESS KAY R	109 EVANDALE RD	KANNAPOLIS	NC	28081	0 EVANDALE RD	249B096	235.26
POLK JAMES		331 LILLIAN CIR	SALISBURY	NC	28147	331 LILLIAN CIR	769A060	811.15
POPLIN LARRY WAYNE	POPLIN DEBRA	210 LONGFIELD DR	MOORESVILLE	NC	28115	408 E MILL ST	108 042	6.39
POTEAT'S ENGINE REBUILDING		1270 ELIZABETH AVENUE	KANNAPOLIS	NC	28083	PERSONAL PROPERTY	176133	14.64
POTEAT'S TRANSMISSION PARTS INC		1906 N MAIN ST	KANNAPOLIS	NC	28081	1906 N MAIN ST	173049	1.13
POTTS DEBBIE		1675 NC 801 HWY	WOODLEAF	NC	27054	1650 NC 801 HWY	806 019	481.03
PREMIER ANIMAL LOGISTICS LLC		13375 HWY 801	MOUNT ULLA	NC	28125	PERSONAL PROPERTY	139192	149.35
PROCTOR STEPHEN D MD		421 STATESVILLE BLVD	SALISBURY	NC	28144	421 STATESVILLE BLVD	168710	2.15
PROFITT DAVID DUANE		5815 CHERRY HOLLOW LN	MATTHEWS	NC	28104	PERSONAL PROPERTY	141052	59.33
PROFITT DAVID DUANE		5815 CHERRY HOLLOW LN	MATTHEWS	NC	28104	PERSONAL PROPERTY	141052	153.59
PRYOR MICHAEL BARRETT		650 EARNHARDT RD	SALISBURY	NC	28146	PERSONAL PROPERTY	141208	27.30
PULLIAM SANDRA S		6319 BION RD	JULIAN	NC	27283	520 SPORTSMAN DR	500A236	200.00
RAGLAND HOLDINGS LLC		1480 NORTHSIDE DRIVE	STATESVILLE	NC	28625	440 HOFFMAN LN	305 090	28.80

RAMSEY JOHN ALDEN		PO BOX 734		MOUNT ULLA	NC	28125	PERSONAL PROPERTY	141822	1.40
RANDAZZO ANDREA		260 QUAIL DR		SALISBURY	NC	28147	260 QUAIL DR	462 021	1,366.15
RCTC 115487		NA		NA	NA	NA	PERSONAL PROPERTY	115487	39.12
RCTC 2023 PREPAY PP174789 & 134 089		402 N MAIN ST		SALISBURY	NC	28144	PERSONAL PROPERTY	174789	706.60
REAVIS CARA		915 BETHEL DR		SALISBURY	NC	28144	0 WINTERLOCKEN RD	310A087	10.25
REAVIS CARA		915 BETHEL DR		SALISBURY	NC	28144	0 WINTERLOCKEN RD	310A087	119.29
REDMAN JOANNE T	SIMPSON DEATRA R	12575 COOL SPRINGS RD		CLEVELAND	NC	27013	0 CHENAULT RD	726 053	650.12
RESTAR HARLAN KEITH	RESTAR TANYA LUTZ	106 OAKVIEW DR		SALISBURY	NC	28146	2825 STATESVILLE BLVD	330 045	908.43
REYNOLDS JOHN O JR	REYNOLDS PATRICIA M	23 HANDOVER CT		SALISBURY	NC	28144	23 HANDOVER CT	043 016	100.00
RICE KEVIN		PO BOX 221		CLEVELAND	NC	27013	110 JONES ST	250 054	100.00
RIDDLE KATHY		289 BETHESDA RD		STATESVILLE	NC	28677	0 PHIFER RD	259 042	3.35
RIDDLE KATHY		289 BETHESDA RD		STATESVILLE	NC	28677	1067 CHALET RD	259 055	8.78
RIDENHOUR KIM BRONSON	RIDENHOUR CHARLES L JR	829 13TH CT SW APT 303		LARGO	FL	33770	345 SHANNON DR	322A118	10.45
RIDENHOUR KIM BRONSON	RIDENHOUR CHARLES L JR	829 13TH CT SW APT 303		LARGO	FL	33770	235 ELLIS ROAD LOOP	321A027	3.94
RIDENHOUR KIM BRONSON	RIDENHOUR CHARLES L JR	829 13TH CT SW APT 303		LARGO	FL	33770	3055 CAUBLE RD	307 095	2.76
RUMMER CAITLIN		715 STONER MORGAN RD		SALISBURY	NC	28146	715 STONER MORGAN RD	050 010	347.94
RIVAS MARC ANTHONY VALENTE		2025 GRACE CHURCH RD		SALISBURY	NC	28147	0 BROOKWOOD DR	126 062	35.98
ROBERTS EDWIN S		135 BURLESON PT		WOODLEAF	NC	27054	135 BURLESON PT	8176024	1.40
ROBINSON CAROL		195 CLOUD TOP LN		MOORESVILLE	NC	28115	0 CLOUD TOP LN	215B063	1.70
ROBINSON CAROL		195 CLOUD TOP LN		MOORESVILLE	NC	28115	195 CLOUD TOP LN	215B061	20.20
RODGERS WILLIAM K	RODGERS LINDA C	2260 LEONARD DRD		SALISBURY	NC	28146	2260 LEONARD RD	601 065	3.22
ROGERS GREYLAND E	ROGERS KIMBERLY H	435 FLINT SCHOOL RD		SALISBURY	NC	28146	435 FLINT SCHOOL RD	502 004	593.74
ROOKARD DEBRA		627 S FULTON ST		SALISBURY	NC	28144	627 S FULTON ST	015 150	6.26
ROWAN FUNERAL SERVICES INC		PO BOX 1901		SALISBURY	NC	28145	1709 N LONG ST	007 168	15.70
ROWELL SCOTT EUGENE		113 HICKORY WOOD DR		KANNAPOLIS	NC	28083	PERSONAL PROPERTY	144944	6.69
RTR HOMES, INC		7760 HOWARD AVE		KANNAPOLIS	NC	28081	1126 GRACE AVE	151 112	7.10
RUSS DANNY	RUSS TAMARA DARCEL	777 JONES RD		MOUNT ULLA	NC	28125	777 JONES RD	573 021	21.46
RYAN NOBLE CONSTRUCTION INC		14752 COOL SPRINGS RD		CLEVELAND	NC	27013	0 COOL SPRINGS RD	718 049	40.95
RYCHUS REALTY, INC		3225 MCLEOD DR SUITE 100		LAS VEGAS	NV	89121	1919 W JAKE ALEXANDER BLVD	331 030	1,757.07
S. STATON		PO BOX 805		ROCKWELL	NC	28138	150 RIBELIN RD	513 031	1,135.36
SAFRIT RONALD FRANK	SAFRIT RUTH M	2125 SURRATT RD		RICHFIELD	NC	28137	0 SURRATT RD	527 095	2.59
SALAS DIMAS SUAREZ		12324 BURTON DR		PINEVILLE	NC	28134	0 ETHEL LN	115 142	2.17
SALISBURY NEWS/MEDIA LLC	ACCOUNTS PAYABLE	PO BOX 2590		SELMA	AL	36702	131 W INNES ST	169249	23,905.59
SALYERS JAMIE MICHELLE		816 S MAIN GQ ST		SALISBURY	NC	28146	816 S MAIN ST	352 030	214.56
SANDRA L KNOX		1941D JETTON RD STE 130		CORNELIUS	NC	28031	829 LONG BOW RD	307B106	7.04
SCOTT GERALD E		215 CATAWBA DR		SALISBURY	NC	28147	230 SCOTT RD	067 167	5.67
SCUTERI VICTOR RICARDO		9605 LODIE CENTER RD		LODI	NY	14860	PERSONAL PROPERTY	174116	12.45
SEGRAVES KATHIE		102B EMANUEL ST		KANNAPOLIS	NC	28081	102B EMANUEL ST	249B448	1.29
SEITZER MICHAEL JOSEPH		207 MARKET ST		ROCKWELL	NC	28138	PERSONAL PROPERTY	147162	6.32
SEMAN DEBBIE		20 COLTON AVE		KIRKWOOD NY	NY	13795	0 LAKE DR	130C196	3.66
SHAHID VICKRAMJIT		13935 PILCHER DR		CHARLOTTE	NC	28278	240 HEARTHSTONE RIDGE LN	217 022	500.00
SHARONVIEW FEDERAL CREDIT UNION	HOLLOWAY JEFFREY KENT	1955 SHARONVIEW WAY		INDIAN LAND	SC	29707	4540 NC 801 HWY	819 066	10.67
SHAVER TONY L	SHAVER BARBARA J	1835 COOPER RD		SALISBURY	NC	28147	PERSONAL PROPERTY	147645	19.58
SHAW WILLIAM GRADY JR	SHAW BONNIE B	201 S OCEAN BLVD UNIT 205		NORTH MYRTLE BEACH	SC	29582	0 LOGANBERRY LN	063F385	150.28
SHELTON CONCRETE		315 BAYMOUNT DR		SALISBURY	NC	28144	315 BAYMOUNT DR	169383	117.32
SHEPHERD JAMES HARRISON		165 BRIARFIELD DR		MOORESVILLE	NC	28115	165 BRIARFIELD DR	243A157	26.11
SHERILL JOHN CARLYLE III		PO BOX 599		MOUNT ULLA	NC	28125	0 NC 801 HWY	566 022	1.45
SHERILL JOHN CARLYLE III		PO BOX 599		MOUNT ULLA	NC	28125	0 NC 801 HWY	566 026	1.16
SHERILL JOHN CARLYLE III		PO BOX 599		MOUNT ULLA	NC	28125	0 NC 801 HWY	566 109	1.02
SHERILL JOHN CARLYLE III		PO BOX 599		MOUNT ULLA	NC	28125	14175 NC 801 HWY	566 048	13.80
SHERILL JOHN CARLYLE III	SHERILL APRIL	PO BOX 599		MOUNT ULLA	NC	28125	3080 CENTENARY CHURCH RD	566 117	2.50
SHERILL MARY ANN		1037 THEODORE LN		SALISBURY	NC	28147	PERSONAL PROPERTY	174149	131.06
SHERILL MARY ANN		1037 THEODORE LN		SALISBURY	NC	28147	PERSONAL PROPERTY	174149	131.06
SHERILL MARY ANN		1037 THEODORE LN		SALISBURY	NC	28147	PERSONAL PROPERTY	174149	131.06
SHIFA 1 LLC		158 LECLINE DR NE		CONCORD	NC	28025	220 PETHEL ST	159 061	2,077.65
SHINN ROBERT A	SHINN JUDITH D	126 CHIPPEWA TRL		CHINA GROVE	NC	28023	126 CHIPPEWA TR	225A019	2,367.48
SHRI RADHA KRISHNA LLC		2412 SOUTH MAIN STREET		SALISBURY	NC	28147	2412 S MAIN ST	461A062	40.14
SHRI RADHA KRISHNA LLC	PIT STOP #15	2412 S MAIN ST		SALISBURY	NC	28147	2412 S MAIN ST	169424	5.44
SHUPING RUSSELL EARL	SHUPING LAURA B	5430 HIGHWAY 152 E		ROCKWELL	NC	28138	5430 E NC 152 HWY	426 019	4.15
SHUPING RUSSELL EARL	SHUPING LAURA B	5430 HIGHWAY 152 E		ROCKWELL	NC	28138	5455 E NC 152 HWY	426 080	3.82
SIDES JUDY H	T/A	265 HIGHLAND HILLS TRL		SALISBURY	NC	28144	265 HIGHLAND HILLS TRAIL	169446	17.56
SIDES RONNIE L	SIDES JUDY H	265 HIGHLAND HILLS TRL		SALISBURY	NC	28144	295 HIGHLAND HILLS TRL	307 151	283.64
SIDES RONNIE LEE		265 HIGHLAND HILLS TRL		SALISBURY	NC	28144	430 CATFISH RD	505 0410002	407.68
SIGMON PATSY		850 WALTON RD		SALISBURY	NC	28146	0 WALTON RD	608 139	2.65
SIGMON PATSY		850 WALTON RD		SALISBURY	NC	28146	850 WALTON RD	608 016	5.14

SIHARATH SOMMAND	SIHARATH CHANTEM	305 DOE RIDGE DR	CLEVELAND	NC	27013	0 DOE RIDGE DR	266A035	1.41
SIMMONS ALEXANDER ROSS		3045 SIMMONS ST	KANNAPOLIS	NC	28083	0 ROLLINGWOOD DR	2.49E+201	90.88
SIMPLY GOODS NATURAL FOODS		128 E INNES STREET	SALISBURY	NC	28144	PERSONAL PROPERTY	178811	15.81
SINK MELANIE		425 MITCHELL AVE	SALISBURY	NC	28144	425 MITCHELL AVE	014 038	7.22
SITUS ASSET MANAGEMENT LLC		4601 COLLEGE BLVD STE 300	LEAWOOD	KS	66211	805 N ROWAN AVE	036A003	1,661.86
SLOOP CHARLES A	SLOOP ALICE KAY GRUNWALD	13505 MOORESVILLE RD	MOUNT ULLA	NC	28125	13505 MOORESVILLE RD	212 084	429.55
SMITH WANDA P		630 STONE RD	SALISBURY	NC	28146	0 STONE RD	356 007	202.09
SMITH WANDA P		630 STONE RD	SALISBURY	NC	28146	0 STONE RD	356 007	47.97
SMITH WILLIAM RUFUS	SMITH MICKEY D	1147 BARRINGER RD	SALISBURY	NC	28147	1147 BARRINGER RD	454 048	3.00
SOUTHEAST BEVERAGE DISTRIBUTING INC		PO BOX 507	CHINA GROVE	NC	28023	1029 S MAIN ST	015 423	3,000.00
STEVEN JAMES COLWELL		121 STERLING CT	SALISBURY	NC	28144	PERSONAL PROPERTY	179308	32.67
STEWARTS DAN		PO BOX 676	MOUNT ULLA	NC	28125	525 EDMISTON RD	576 001	3.00
STOLTE KEVIN	STOLTE JULIE	5610 COMISKEY ALLEY	KANNAPOLIS	NC	28081	8185 SMITH RD	246 364	4.07
STRIDER TAMARA G		8925 ABBY LN	KANNAPOLIS	NC	28081	0 ABBY LN	243 094	273.10
STRIDER TAMARA G		8925 ABBY LN	KANNAPOLIS	NC	28081	8925 ABBY LN	243 095	670.79
SWEET BRIAR		2905 LAKE EAST DR SUITE 150	LAS VEGAS	NV	89117	730 SAW RD	236 087	12.95
SWEET BRIAR		2905 LAKE EAST DR SUITE 150	LAS VEGAS	NV	89117	0 RITCHIE RD	236 088	9.83
SWEET BRIAR GROUP		2905 LAKE EAST DR STE 150	LAS VEGAS	NV	89117	0 SAW RD	236 005	5.62
SYHAVONNG VIXAI		1211 KENSINGTON LN	SALISBURY	NC	28146	PERSONAL PROPERTY	171571	105.50
SYHAVONNG VIXAI		1211 KENSINGTON LN	SALISBURY	NC	28146	PERSONAL PROPERTY	171571	91.73
THE KANIA LAW FIRM #21110		82 PATTON AVE SUITE 500	ASHEVILLE	NC	28801	202 MITCHELL ST	026 216	3,285.00
THE KANIA LAW FIRM P.A. #21110		82 PATTON AVE SUITE 500	ASHEVILLE	NC	28801	202 MITCHELL ST	026 216	85.79
THOMAS CHERYL S		1631 ODESSA ST	KANNAPOLIS	NC	28083	0 PARTEE DR	130A03301	2.12
THOMASON SAM FINLEY	THOMASON RACHAEL F	204 RIDGE CREEK CT	SALISBURY	NC	28147	0 US 601 HWY	319 033	41.93
TMF LLC		514 WILLIAMSON RD #431	MOORESVILLE	NC	28117	501 W MAIN ST	252 008	1,114.71
TMF LLC		514 WILLIAMSON RD #431	MOORESVILLE	NC	28117	6750 LONG BRANCH RD	754 064	505.06
TOBERER MICHELE LYNNE		1285 HALL RD	MOUNT ULLA	NC	28125	PERSONAL PROPERTY	155461	4.56
TRICE ROBERT EDWARD JR		113 SHINN ST	ROCKWELL	NC	28138	113 SHINN ST	362 081	10.76
TROYER ERIC		107 S CENTRAL AVE	LANDIS	NC	28088	107 S CENTRAL AVE	170239	4.87
TUCKER WILLIE E		420 WOODSON RD	GOLD HILL	NC	28071	1180 SUNSET POINTE DR	606H103	2.57
VARLEED REYNOLD	CHATTERJEE NAVNITA	202 POND VIEW DR	SALISBURY	NC	28147	202 POND VIEW DR	3.26E+90	15.97
VAUGHN KENDALL RAY		790 CAL KENNEDY RD	CLEVELAND	NC	27013	790 CAL KENNEDY RD	264 051	10.40
VENTURE PROERTY & LEASING, LLC		1900 32ND AVE NE	BLACK EAGLE	MT	59414	3685 W NC 152 HWY	120 072	5,939.02
VENTURE PROPERTY & LEASING, LLC		1900 32ND AVE NE	BLACK EAGLE	MT	59414	3685 W NC 152 HWY	120 146	6,812.87
W W GRAINGER INC		100 GRAINGER PARKWAY	LAKE FOREST	IL	60045	101 CHAMANDY DR	403 038	104,069.24
WALLER WILLIAM D	WALLER REGINA WRIGHT	609 CORDOVA CT	SALISBURY	NC	28146	609 CORDOVA CT	403G226	2,780.72
WALTON TIMOTHY A		1987 GOODNIGHT RD	SALISBURY	NC	28147	1983 GOODNIGHT RD	767 075	1.91
WARE DEREK W	WARE JO W	1490 LIPPARD RD	SALISBURY	NC	28146	0 BRINGLE FERRY RD	619 032	1.27
WARE DEREK W	WARE JO W	1490 LIPPARD RD	SALISBURY	NC	28146	6060 BRINGLE FERRY RD	619 100	8.56
WATSON CHRISTOPHER G	WATSON WENDY S	1170 PANTHER POINT RD	RICHFIELD	NC	28137	1170 PANTHER POINT RD	504 049	20.38
WEASE BILLY RAY JR		1427 MERRIMONT AVE	KINGS MOUNTAIN	NC	28086	440 WILLOW OAKS DR	235C129	5.21
WEBB MARY P	WEBB JOHN ROBERT JR	5621 OLD MOCKSVILLE RD	SALISBURY	NC	28144	5621 OLD MOCKSVILLE RD	307 016	114.22
WELCH JOHN WHITFIELD	WELCH TAYLOR MAY	1430 ROGERS RD	CHINA GROVE	NC	28023	1430 ROGERS RD	428 198	151.95
WELLMON CHRISTOPHER LYNN	WELLMON LESLIE P	230 SWEET GUM LN	SALISBURY	NC	28146	2202 BROOKVIEW AVE	160 112	1.43
WESTGATE COMPANIES LLC		627 S CHAPEL ST	LANDIS	NC	28088	650 E 14TH ST	159 366	794.35
WHIT MILLERS SHOE STORE & REPAIR		1320 BEAR POPLAR RD	CLEVELAND	NC	27013	1320 BEAR POPLAR RD	180715	11.64
WHITE CAROLYN L		115 HARBORVIEW PL	MOORESVILLE	NC	28117	0 AMITY HILL RD	553 004	3.43
WHITE CHRISTIE		206 CAROLYN RD	SALISBURY	NC	28147	206 CAROLYN RD	476B105	8.11
WIKE REGINALD FRANKLIN	WIKE DIANE DRISCOLL	810 DIVISION AVE	ROCKWELL	NC	28138	810 DIVISION AVE	365 076	282.06
WILKINS DARLENE		110 NEW YORK AVE APT 5B	BROOKLYN	NY	11216	0 STOKES FERRY RD	058 087	6.71
WILKINSON SARAH C		176 WILK ROB RD	MOORESVILLE	NC	28115	176 WILK ROB RD	239 003	16.21
WILLIAMS JAMES MARCUS		16150 GLENMORE RD	GOLD HILL	NC	28071	2955 PHANIEL CHURCH RD	437 023	1.56
WILLIAMS JERRY M SR		16330 STOKES FERRY RD	RICHFIELD	NC	28137	16330 STOKES FERRY RD	549 015	1.64
WILLIAMS ROBERT L		245 RICHMOND RD	SALISBURY	NC	28144	245 RICHMOND RD	041 066	64.38
WINGLER ASHTON		2311 DAVIS ST	KANNAPOLIS	NC	28081	2315 DAVIS ST	249D087	5.02
WISE KIMBERLY ANNE		241 STONEWALL RD	SALISBURY	NC	28144	241 STONEWALL RD	041 096	19.21
WITHERSPOON HAROLD ADON JR		701 CHARLES ST	SPENCER	NC	28159	PERSONAL PROPERTY	162019	10.39
WRICE DONNA	WRICE DOROTHY	11910 TARRAGON RD UNIT G	REISTERSTOWN	MD	21136	0 CEMETERY CIR	623 166	25.54
ZOTSMAN DENNIS R	ZOTSMAN KAREN S	125 LYNETTE DR	MOUNT ULLA	NC	28125	125 LYNETTE DR	563B007	125.00
							TOTAL:	266,011.07

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Ed Muire, Planning Director
DATE: February 10, 2023
SUBJECT: FY 23-24 HOME Application

Each year Staff prepares an application requesting funds from the Cabarrus, Iredell, Rowan HOME Consortium to administer an owner occupied housing rehabilitation program in the County. This program is administered by the Salisbury Community Development Corporation and typically provides assistance to 4 or 5 low-to-moderate income homeowners each year.

Due to the COVID pandemic, the ability to interact with potential program clients, contractors, and program staffing was disrupted. This was a common occurrence nationwide and HUD's response was to extend the deadline for program obligations and spending by four (4) additional years. Now that most things are "back to normal", the County finds itself with a current available balance over \$600,000 when combining program years FY 18-19 thru FY 21-22. The deadline for spending these funds has been extended to 2026 for FY 18-19; 2027 for FY 19-20; 2028 for 20-21; 2029 for FY 21-22.

With this unobligated fund balance in hand, Staff opinion is to renew focus and efforts to spend the current funds and not request additional funds from the Consortium. The County's "allocation" for FY 23-24 will be redistributed amongst the Consortium's other participants. Staff has discussed this decision with the Salisbury CDC, they understand the County's position and are committed to continued administration of the program using remaining available fund balance.

Most importantly, the County's decision not to seek funds in FY 23-24 will not prevent it from applying for funding next fiscal year.

RECOMMENDATION

- Authorize the County Manager to sign the attached application for submittal to Concord stating Rowan County is not seeking funding for FY 23-24

ATTACHMENTS:

Description
HOME Application

Upload Date
2/10/2023

Type
Backup Material

CABARRUS-IREDELL-ROWAN HOME CONSORTIUM

2023-2024

HOME FUNDING ACTION PLAN



***ACTION PLANS DUE FEBRUARY 17, 2023**

Submit application to:

City of Concord
Attn: Pepper Bego
Planning & Neighborhood Development Department
P.O. Box 308
Concord, NC 28026
704-920-5133
begop@concordnc.gov



ACTION PLAN INFORMATION

HOME Consortium Member:

Rowan County, NC

☐

Consortium HOME Subrecipient

☐

CHDO

PROJECT/ACTIVITY DESCRIPTION

Project/Program Title: Do Not Intend to Seek Funding this Program Cycle

Project/Program Location: Rowan County, NC

Type of Activity (check all that applies in your proposed plan)

___ New construction for Homeownership ___ New construction for rental

___ Owner-Occupied Rehabilitation ___ Rental Rehabilitation

___ Acquisition/Rehab/Resale ___ Down Payment Assistance

X Other (specify): Do Not Intend to Submit an Application for 2023-24

Proposed Activity Description. Please provide details stating the activities planned to undertake including; the number and type of housing, other units expected as a result of these activities, and target client group.

Proposed Project/Activity Information

How many units will be

Newly constructed

Rehabilitated

Provided DPA

Acquired

Demolished/Cleared

Fair Housing Activities

Please describe the Fair Housing activities you plan to undertake in the upcoming program year.

PROJECT/ACTIVITY BUDGET AND FUNDING

Proposed Budget

Show all funding sources for the activities project or projects you plan to undertake.
Be sure to include program income.

Project Revenue

	Source	Amount
HOME funds being requested		
HOME funds from prior year(s)		
HOME Program Income		
Other Federal Funds		
State/Local Funds (list)		
Bank Loans		
Other Cash Contributions		
Private Grants		
Total Funds Available*		

Provide the details of all loans and/or grants, other than HOME, listed above for the project.

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Are any of the Board Members or employees of the agency which will be carrying out this project, or members of their immediate families, or their business associates:

- a) Employees of or closely related to employees of your agency
or the member government through which this application is made: YES ____ NO ____
- b) Members of or closely related to members of City Council
or Commission of the member government through which this
application is made: YES ____ NO ____
- c) Current beneficiaries of the program for which funds are requested: YES ____ NO ____
- d) Paid providers of goods or services to the program or having other
financial interest in the program: YES ____ NO ____

If you have answered **YES** to any question, **please attach a full explanation**. The existence of a potential conflict of interest does not necessarily make the project ineligible for funding, but the existence of an **undisclosed** conflict may result in the termination of any grant awarded.

To the best of my knowledge and belief all data in this HOME Funding Action Plan are true and current. The document has been duly authorized by the governing board/leadership of the HOME Consortium Member and do not request funding for the FY 2023-24 program.

Signature of Certifying Official

Date

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Amy-Lynn Albertson, Cooperative Extension Director
DATE: 2/20/23
SUBJECT: Rowan County Working Ag Lands Plan

The Rowan County Agriculture Advisory Board would like to request that the Rowan County Board of Commissioners adopt the Rowan County Working Ag Lands Plan that was presented at the January 17, 2023 meeting.

The plan needs to be evaluated annually to celebrate accomplishments and add new recommendations as needed. The recommendations are:

1. Support measures to protect and promote working forest and farmland in Rowan County.
2. Educate Landowners on the benefits of enrolling Conservation Easement Program to keep land available for agricultural use.
3. Expand Voluntary Agricultural District (VAD) and Enhanced Voluntary Agricultural District (EVAD) Programs
4. Develop and construct programs to assist Rowan County farm and forest landowners with farm transition planning.
5. Promote appreciation and awareness of the benefits of agriculture to Rowan elected officials and citizens.
6. Expand and Support Youth Agricultural Educational Programs.

ATTACHMENTS:

Description	Upload Date	Type
Working Ag Lands Plan	2/14/2023	Cover Memo

Rowan County Working Agricultural Lands Plan



W. Stan Dixon, Ed. D.

Ed Emory, M. Ed

February 2023

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Acknowledgements

The North Carolina Department of Agriculture and Consumer Services' Agricultural Development and Farmland Preservation Trust Fund (ADFP) awarded a grant to Rowan County to create a Working Agricultural Lands Plan. ADFP promotes the plans as a comprehensive guide for counties or governments to protect and preserve farms and forests, which contribute to the economy and quality of life in North Carolina. Rowan County contracted with the Lois G. Britt Agribusiness Center of the University of Mount Olive.

This plan was written by W. Stan Dixon and Ed Emory. Dr. Dixon has an Ed.D. from N.C. State University and served with N.C. Cooperative Extension in Martin, Wake and Greene counties. He retired in 2009 from N.C. Cooperative Extension as County Extension Director. Mr. Emory holds a B.S. and M.Ed. from NC State University and served with the N.C. Cooperative Extension Service in Pamlico and Duplin Counties for more than 28 years. He retired in 2009 after serving 19 years as county extension director in Duplin County.

The following agencies and individuals assisted with the development of this plan:

- North Carolina Cooperative Extension, Rowan County Center
- Rowan County Soil and Water Conservation District
- Rowan County Natural Resources Conservation Service
- Rowan Working Agricultural Lands Committee
- Rowan County Board of Commissioners
- Rowan County Manager
- North Carolina Forest Service
- Lois G. Britt Agribusiness Center, University of Mount Olive
- The citizens, farmers and agribusinesses of Rowan County





**This project was funded by the North Carolina
Agricultural Development and Farmland
Preservation Trust Fund**

Executive Summary

Rowan County has a viable agricultural sector that is an important component of the county's fabric of life. The goal of this Working Agricultural Lands Plan is to reflect the importance of agriculture and assess the opportunities, challenges and issues that are currently facing the industry. This plan provides recommendations, based on citizen input on ways to enhance agriculture, forestry, agribusiness, and agritourism in the county.

Farmland is an irreplaceable natural resource, and the farmers who are stewards of the resource impact the economy and quality of life for all county residents. The economic impact of the agriculture sector in 2008 as reported by Mike Walden in the Agriculture and Agribusiness in Rowan County report was 11.7 percent of the county's value-added total income. The agriculture sector also accounted for 13.8 percent of Rowan County's total employment¹. Rowan County has the resources, human and natural to ensure that agriculture can prosper in the future.

The impact of agriculture in Rowan County is significant and the following statistics show the notable rank of Rowan County's agricultural production of various commodities in 2021:

*Agricultural cash receipts in Rowan County totaled \$91,234,418

*Rowan County ranked 2nd in tomato harvested acreage

*Rowan County ranked 5th in dairy cattle production

*Rowan County ranked 8th in all cattle production and cash receipts from cattle

*Rowan County ranked 10th in beef cattle production

*Rowan County ranked 20th in the state in wheat production

*Rowan County ranked 30th in the state in corn production

*Rowan County was 28th in the state in soybean production²

The following statistics are from the 2017 Census of Agriculture for Rowan County:

*Rowan County ranked 4th in sheep and goats

*Rowan County ranked 7th in milk from cows

*Rowan County ranked 9th in the production of fruits, tree nuts, and berries

*Rowan County ranked 15th in production of vegetables, melons, potatoes, and sweetpotatoes

*Rowan County 26th in other crops and hay³

Rowan County is experiencing population growth, with an increased population in the county of 7 percent from 2010 to 2021⁴. The county is a member of the Charlotte, NC Metropolitan Statistical Area (MSA) which is the 7th largest MSA out of 384 in the United States⁵. Growth in population and industry has resulted in competition for land. The majority of county farmers surveyed, 57 percent, lacked sufficient land to expand or diversify their operations. Rowan County farmers reported facing other critical issues, cost and availability of labor, rising production input cost and development pressure. The farmers are confronted by other challenges to their operations, such as aging farmer population, with the average age of farmers being 57.1⁶ years old and 63 percent not having farm transition plans to transfer the farm to the next generation, according to survey results. These issues present opportunities to enhance agriculture through education of citizens and local government to encourage continued support.

Of the non-farm citizens surveyed, 99 percent believe that local government should take action to preserve farmland as a valuable resource. Ninety-five percent of non-farm citizens support the use of government funds to support farm and forest development. All of non-farm respondents support farm and forest preservation efforts in the county.

At the center of the Rowan County Working Agricultural Lands Plan, based on information provided by farmers, agribusiness leaders, and non-farm residents through personal interviews and surveys, are six proposed

recommendations. The recommendations and action steps were developed to provide a guide for protecting and enhancing agriculture in Rowan County. The success of this plan depends on the collaboration between local government, agricultural organizations, farmers, agribusinesses, and citizens of Rowan County. The plan needs to be evaluated annually to celebrate accomplishments and add new recommendations as needed. The recommendations are to:

- 1. Support measures to protect and promote working forest and farmland in Rowan County.**
- 2. Educate landowners on the benefits of enrolling in Conservation Easement Program to keep land available for agricultural use.**
- 3. Expand Voluntary Agricultural District (VAD) and Enhanced Voluntary Agricultural District (EVAD) programs**
- 4. Develop and conduct programs to assist Rowan County farm and forest landowners with farm transition planning.**
- 5. Promote appreciation and awareness of the benefits of agriculture to Rowan elected officials and citizens.**
- 6. Expand and support youth agricultural education programs.**

The intent of this plan is neither to limit nor restrict landowners' rights and uses. The plan is intended to serve as a guide for actions to provide farmers, landowners and citizens an increased awareness of farmland preservation opportunities. Agriculture is important to Rowan County and its economy and to the well-being of family farms. However, the final decision on farmland preservation rests in the hands of the owners of farm and forests.

A Need for Action

Agriculture, consisting of food, fiber and forestry, is North Carolina's leading industry. In a 2022 report by Mike Walden, emeritus professor and extension economist at North Carolina State University, more than 17.5% of the state's workforce was directly involved with agriculture, an industry that contributes \$95.9 billion, or 16.2%, of the gross state product in North Carolina⁷.

According to the 2008 Agriculture and Agribusiness in Rowan County report by Mike Walden, agriculture and agribusiness added \$429,357,375 or 11.7 percent of the county's value-added total income. Additionally, agriculture accounted for 13.8 percent of Rowan County's employment in 2008⁸.

Rowan County's leadership is cognizant of the importance of agriculture to the local economy and is supportive of a Working Agricultural Lands Plan that addresses issues related to farm and agribusiness viability for the future. This was verified through the interviews conducted within the county. The goal of the Rowan County Working Agricultural Lands plan is to provide strategic actions that will guide local leaders in their efforts to preserve farms and forests, as well as market the many benefits of the agricultural industry. Rowan County is one of the fastest growing counties in North Carolina. According to the US Census 2021 estimates, Rowan County has a population of 148,150. This figure represents a 7 percent increase from 2010⁹.

The North Carolina Department of Commerce reported that in 2022, nearly one-third (31%) of Rowan County's population was over the age of 55¹⁰.

When farms are passed down to younger generations with little or no attachment to farming, farms are at risk of being removed from agricultural production and sold for development or other non-agricultural uses¹¹.

This plan is grounded in three basic tenets:

1. Agriculture is an important component of Rowan County's economy.
2. Preserving farms and forests is in the public interest.
3. Farms and forests are sustainable natural resources.

North Carolina is blessed to have 8 million acres of farmland, but it's losing agricultural lands to development at a fast pace. In fact, the American Farmland Trust ranks North Carolina as the second most threatened state,

behind only Texas, when it comes to the conversion of agricultural lands to other uses. As the state's population has increased, land has been removed from agricultural production to provide housing and services to the growing population¹².

From 2012 to 2020, North Carolina lost more than 8,900 farms and nearly 1 million acres of farmland¹³. During the time period from 2012 to 2017, Rowan County experienced a loss of 2,231 acres (2%) of farmland¹⁴. Additional information and trends should be evaluated after the release of the 2022 Census of Agriculture figures for Rowan County.

The American Farmland Trust expects both North Carolina and Rowan County to convert a significant amount of farmland to non-farm uses between 2016 and 2040. North Carolina is expected to convert between 661,500 and 1,197,300 acres of farmland for development while Rowan County is projected to convert between 13,000 and 28,000 acres in the same period. The data expects that the majority of the development in both the state and county to stem from low-density residential development, which is most attributed to subdivisions with large lot sizes. A smaller portion of the land transition is expected for high-density residential growth and commercial and industrial development. While growth is inevitable, planned growth can help to preserve the maximum acreage of farmland from being converted to other non-agricultural uses. The ranges are wide and divide the farmland attrition into three main development scenarios. This shows how much agricultural land can be saved by employing strategic commercial and residential development processes in communities¹⁵.

The development of the Rowan County Working Agricultural Lands Plan was directed by County of Rowan in partnership with the North Carolina Agricultural Development and Farmland Preservation Trust Fund. The plan was supported by the Rowan County Working Agricultural Lands Plan Committee in partnership with the University of Mount Olive Lois G. Britt Agribusiness Center. This plan reports the state of agriculture in the county and the opportunities and challenges confronting agriculture. Agriculture is defined to include horticulture, farming (row crops and livestock) and

forestry. The North Carolina General Assembly defined agriculture in General Statute 105-277.2 through 105-277.7 as:

- Minimum acreage of production land:
 - 10 acres for agricultural use
 - 5 acres for horticultural use
 - 20 acres for forest use
- Production must follow a sound management plan.
- Agricultural and horticultural land must have at least one qualifying tract that has produced an average gross income of at least \$1,000 for the three years preceding the application year.
- Forestland must be following a forest management plan.

In order to determine challenges and opportunities to agriculture in the county, personal interviews and written surveys were utilized. Surveys were distributed in hard copy form at agricultural and community meetings and electronically distributed via Survey Monkey. All responses to the surveys and interviews are confidential according to the University of Mount Olive Collaborative Institutional Training Initiative. The data collected depicts the state of agriculture and the future needs of Rowan County. This data was used to develop recommendations which will assist county leadership in keeping farm and forest land viable now and in the future.

Overview of Rowan County

Established in 1753, Rowan County originally consisted of territory north to Virginia, east to present day Guilford County, and west to the mountains. The county was named for colonial Governor Matthew Rowan. The current county boundaries were established in 1836¹⁶.

The first European settlers in the area were Scotch-Irish immigrants who settled in the western part of Rowan County. A few years later, German immigrants settled in the eastern part of the county. Highly productive agricultural land was the main factor for settlement¹⁷.

Farmers took advantage of the fertile soil in Rowan and the county grew throughout the 1740s and 1750s. As the Revolution neared, county residents became more involved in politics and the fight for independence. Rowan citizens eventually composed the Rowan Resolves, an article composed in support of American Independence. The Rowan Resolves have been considered by historians and some Rowan County citizens as one of the first documents proclaiming North Carolina's involvement in the American Revolution¹⁸.

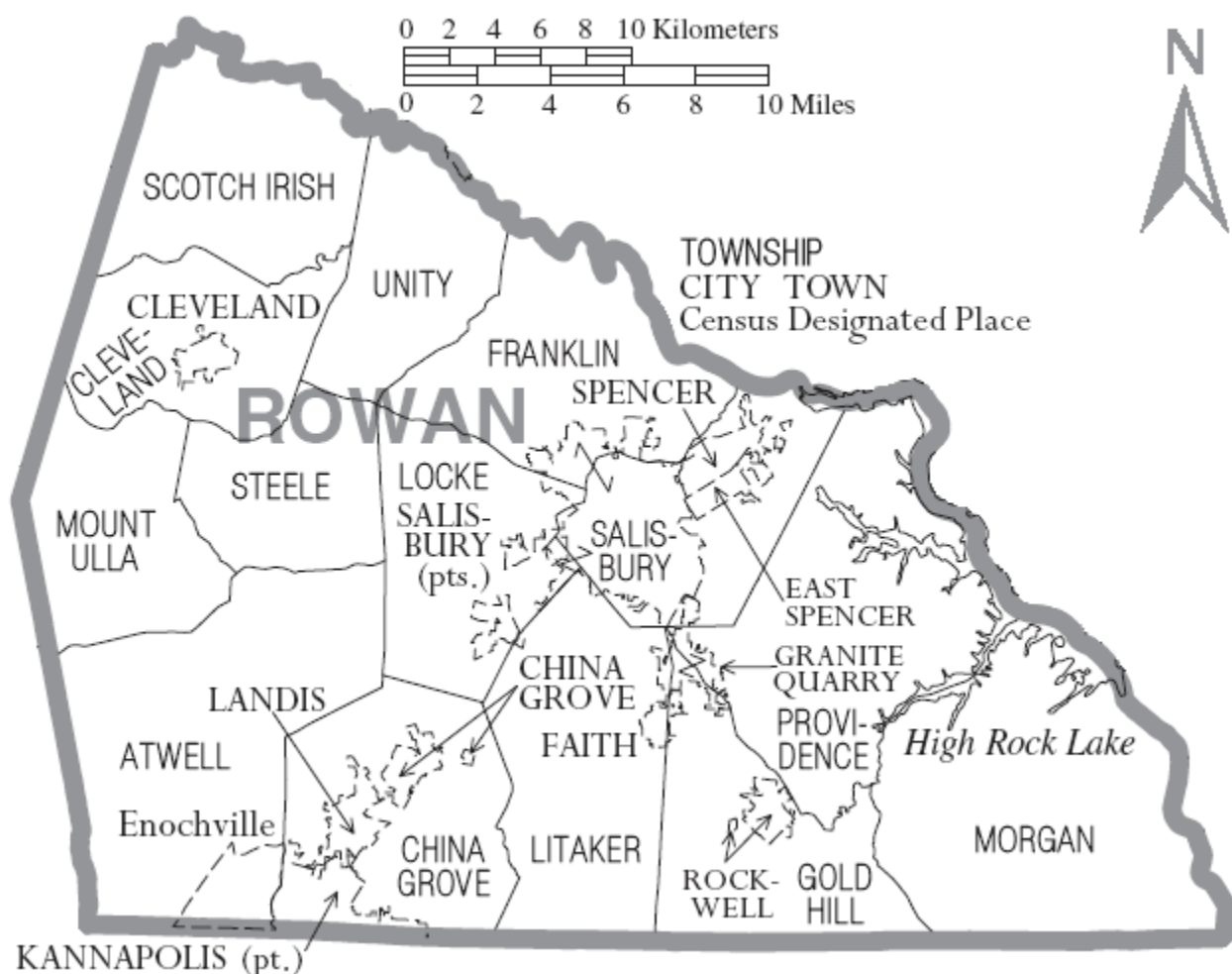
In the middle of the nineteenth century, a community appropriately known as Gold Hill prospered for several years during North Carolina's Gold Rush was discovered in North Carolina in 1799 at Reed Gold Mine in Cabarrus County and in 1824 the precious metal was found several miles away at Gold Hill in Rowan County. During operation, the mines at Gold Hill produced more than six million dollars in gold, eventually causing the government to construct a federal mint in Charlotte. After gold was extracted from the Gold Hill mines, copper was found in 1907, and a large mining operation followed the discovery of this metal¹⁹.

Salisbury was established as the county seat in 1753 providing settlers with the services of a courthouse and jail. It was originally known as Rowan Court House. The location of the courthouse was at the intersection of two ancient Native American trails. The name Salisbury was adopted two years later most likely in reference to the English town²⁰.

According to the US Census 2021 estimates, Rowan County has a population of 148,150. This figure represents a 7 percent increase from 2010. The county population is 78.9 percent white, 17.1 percent African American and the remaining four percent is another race including: American Indian or Alaskan Native (0.7%), Asian (1.2%), Native Hawaiian and Other Pacific Islander (0.1%), and two or more races (2%). Census data indicated that 10.1% of the Rowan County's population is Hispanic or Latino²¹.

Rowan County has the following incorporated areas: Cities of Salisbury and Kannapolis, and towns of China Grove, Cleveland, East Spencer, Faith, Gold Hill, Granite Quarry, Landis, Rockwell, and Spencer.

Rowan County is divided into eighteen townships which are Atwell, China Grove, Cleveland, East Spencer, Franklin, Gold Hill, Kannapolis, Litaker, Locke, Morgan, Mount Ulla, Providence, Rockwell, Salisbury, Scotch Irish, Spencer, Steele, and Unity²² as shown on this map:



Map 1: Rowan Township Map²³

Rowan County is experiencing population growth, with an increase of 7 percent from 2010 to 2021²⁴. The county is a member of the Charlotte, NC Metropolitan Statistical Area (MSA) which is the 7th largest MSA out of 384 in the United States²⁵.

Economy

The North Carolina Department of Commerce ranks each of the state's 100 counties into three tiers based on the economic well-being of each county. Tier 1 is most distressed, and Tier 3 is least distressed. In 2022, Rowan County improved its designation from a Tier 1 to a Tier 2 county. This was a result of reduced unemployment and population growth rate. North Carolina uses these designations to encourage economic growth through incentives in distressed counties. Rowan's tier status provides opportunities for certain grants and other incentives aimed at stimulating the county's economy²⁶.

In 2021, the median household income in Rowan County is \$53,600 compared to the state figure of \$60,516. Seventeen percent of Rowan's population is considered below the poverty level, higher than the state's at 13.4 percent²⁷.

Less than two percent (1.4%) or 857 working Rowan County residents work outside North Carolina. Thirty nine percent or 23,999 residents work within North Carolina but outside Rowan County. More than fifty-nine percent or 36,427 residents work within the county. The 2021 annual unemployment rate for Rowan County was 7.9 percent as reported by the NC Department of Commerce²⁸ which is higher than the 2021 North Carolina unemployment rate of 4.8 percent²⁹.

Agriculture and agribusiness provided jobs for 13.8 percent of Rowan County's working residents according to a study completed by Dr. Mike Walden in 2008³⁰.

The following information appears on the Rowan County Economic Development webpage.

Rowan County's strategic location in the growing Charlotte, North Carolina metro region, its robust talent pool and workforce, and its wide

range of affordable and flexible commercial real estate options make it a prime location for companies from a variety of industries. Rowan County is a diversified economy with a wide range of industries comprising its employment base. The largest sectors of employment are healthcare services (16.1%), manufacturing (15.4%) and retail trade (13.2%).

At nearly 2,500 businesses strong, and growing, Rowan County is home to many Fortune 500 and international companies, including³¹:

Ahold Delhaize Food Lion	3600	HQ/Call Center/Distribution/Retail
Rowan Salisbury Schools	2610	Education
VA Medical Center	2250	Health Services
Daimler	1685	Manufacturing
Novant Health Rowan Medical Center and Clinics	1560	Medical Services
Chewy	1350	Distribution/Warehousing/Ecommerce
Rowan-Cabarrus Community College	900	Education
Rowan County	849	Municipal Government
Gildan	550	Manufacturing
Teijin Automotive	505	Manufacturing

Table 1. Rowan County Economic Development Commission, 2023³²

Cost of Services

American Farmland Trust conducted 151 cost-of-community-services studies, including six in North Carolina, to determine the contributions made to the economy by land uses. The studies focus on three main land uses: commercial and industrial, working and open land, and residential. Agricultural and commercial land uses require few public services than residential land uses, saving money for the county. For each \$1 of revenue received from each land use, the cost of community services study concluded that³³:

- Residential land cost \$1.16 in public services.
- Working and open lands (including agriculture and forestry) require \$0.35 for public services.
- Commercial and industrial land cost \$0.29 for public services³⁴.

While similar impacts would be expected in Rowan County, a study of this nature can help local leaders and developers understand the impact and importance of planned land-use development on the county's economy.

Infrastructure and Transportation

Interstate Highway 85 transects Rowan County from north to south allowing major access to the Piedmont Atlantic Mega-Region. The I-85 corridor is a major business and industrial center for Rowan County serving the entire piedmont area of North Carolina. Rowan County has a network of well-maintained roads and highways that provide access to all areas of the county³⁵.

Rowan County is at the center of the largest consolidated rail system in the United States with more than 3,200 miles of track. The rail services, which serves 22 states in the eastern half of the country, consists of Norfolk Southern, CSX and Winston-Salem Southbound railroads. An Amtrak station is located in Salisbury³⁶.

Rowan County residents can access three international airports. Charlotte Douglas International Airport is 45 miles away, Piedmont Triad International Airport is 55 miles away, and Raleigh-Durham International Airport is 116 miles away³⁷.

Rowan County operates Mid-Carolina Regional Airport which is located near Salisbury. The airport offers a 5,500 foot by 100-foot runway, instrument landing system, non-directional beacon, and a full-length taxiway. It is 18 miles north of the Charlotte Motor Speedway³⁸.

Salisbury-Rowan Utilities is Rowan County's primary water provider, serving all municipalities except the towns of Faith and Cleveland. Maximum daily capacity is 18,000,000 gallons per day (GPD) with an average demand of 9,240,000 GPD. Surplus is 8,760,000 GPD above average demand. The Yadkin River provides Salisbury with its water with an average daily flow of 2 billion gallons per day. Salisbury-Rowan water and waste water system provides services to residential and business customers in Salisbury, Granite Quarry, Spencer, East Spencer, China Grove, Rockwell and some unincorporated areas of the county³⁹. The towns of Faith and Cleveland maintain independent water and wastewater systems.

Rowan County operates a 415 ton per day landfill for residents and businesses. The landfill's capacity is expected to last for more than 50 years⁴⁰.

Electrical power is provided by Duke Energy, Landis Electric City, Energy United and Union Power Cooperative⁴¹.

Broadband internet services include Fision/Hotwire 100 per cent fiber network at 10 gigabytes per second. Other providers include Spectrum, AT&T, Nuvox and Windstream⁴².

Public transportation is provided for citizens by the Salisbury Area Transit and Rowan County Area Transit⁴³.

Nine percent of Rowan County land area is located in a regulated flood plain⁴⁴.

Education

According to 2020 statistics, a majority (85.9%) of the Rowan County population over 25 years of age have completed high school, compared to 88.5 percent of all North Carolina citizens over the age of 25. Similarly, 19.8 percent of Rowan County citizens have a Bachelor's degree or higher, compared to 32 percent in North Carolina⁴⁵.

The Rowan-Salisbury Public School System enrolls 18,000 students in seventeen elementary schools, eight middle schools, an early college high school and seven high schools⁴⁶.

Rowan County is the home of nine private schools serving 1,273 students in the 2022-2023 school year⁴⁷.

The county is also served by the Rowan-Cabarrus Community College which is part of the North Carolina Community College System. The college enrolls 22,000 students in 32-degree programs, 30 diploma programs and 142 certificate programs. The college's North Campus and Kannapolis Campus are located in Rowan County. RCC operates the NC Manufacturing Institute which is an eight-week training program leading to a Certified Production Certificate⁴⁸.

Catawba College, located in Salisbury, is a private liberal arts college affiliated with United Church of Christ. Founded in 1851, the College has an enrollment of 1,400 undergraduate and graduate students⁴⁹.

Livingstone College is a private historically black college in Salisbury associated with African American Episcopal Zion Church. Founded in 1879, Livingstone offers 23 academic majors offering BS, BA and Associate of Science degrees. In the fall of 2018, the college enrolled 890 students⁵⁰.

Natural Attributes

In Rowan County, as with all areas, natural resources are paramount in agricultural production.

Rowan County is in the piedmont physiographic province of North Carolina. The county is bounded on the north by the South Yadkin River which separates it from Davie County. On the Northeast side of the county, it is separated by the Yadkin River and High Rock Lake from Davidson County. It is bordered by Stanly, Iredell, and Cabarrus Counties. Rowan County consists of broad gently rolling to hilly landscapes. Rivers and major tributaries are bordered by moderately steep to steep slopes. The county's elevation is between 560 and 850 feet above sea level. The highest peak in the county is Young's Mountain with an elevation of 1,100 feet above sea level. Most of areas of Rowan County drain directly into the South Yadkin and Yadkin Rivers from creeks that flow Northeastward. Rowan County consists of 523 square miles⁵¹.

Two large water reservoirs are located in Rowan County. High Rock Lake is a hydroelectric reservoir consisting of 15,180 acres in Rowan and Davidson Counties. Tuckertown reservoir consists of 2,500 acres. Both lakes offer opportunities for boating, fishing, hunting and other recreational activities⁵².

Both land and water are irreplaceable resources. A combination of best management practices and wise conservation must be employed to keep the resources in good condition.

Soils

Soils are classified into different associations which help determine a soil's suitability for different uses. Soil uses include growing crops, growing trees and residential and commercial construction. Rowan County has ten major soil associations which are:

1. Cecil-Pacolet: Covering eighteen percent of western and north-central Rowan County, this classification is gently sloping to steep well-drained upland soil that have a loamy surface layer and a predominantly clayey subsoil with moderately deep to very deep to bedrock. Major uses are woodland, cropland, and pasture. Management concerns for agriculture are erodibility, soil fertility, and equipment use in steeper areas. Management concerns for urban development are restricted permeability, low strength, and slope in steeper areas.
2. Pacolet: Found in fourteen percent of southwestern and north-central Rowan County, this classification is gently sloping to steep, well drained soils that have a loamy surface and a predominantly clayey subsoil and moderately deep to very deep to bedrock. Major uses are woodland, cropland, and pasture. Management concerns for agriculture are erodibility, soil fertility, and equipment use in steeper areas. Management concerns for urban development are restricted permeability, low strength, and slope in the steeper areas.
3. Lloyd-Cecil: Found in 8 percent of the west-central and northeastern Rowan County, this classification is gently sloping to moderately steep, well drained upland soils that have a loamy surface layer and predominantly clayey subsoil with deep to very deep to bedrock. Major uses are woodland, cropland, and pasture. Management concerns for agriculture are erodibility, soil fertility, tilth, and equipment use in the steeper areas. Urban Development management concerns are restricted permeability, low strength, and slop in the steeper areas.
4. Cecil-Vance-Enon: Found in twenty two percent of the areas east of Interstate Highway 85 and a smaller area in the northwestern part of the county, this classification is gently sloping or strongly sloping, well drained upland soils that have a loamy surface layer and a predominantly clayey subsoil with a moderately deep and very deep to bedrock. Major uses are cropland, pasture, and woodland. Agricultural management concerns are erodibility and soil fertility. Management concerns for urban development are restricted permeability, low strength, and slope in steeper areas. Vance and Enon have high shrink-swell potential.
5. Lloyd-Mecklenburg: Found in eight percent of the west-central part of the county, this classification is gently sloping to moderately steep, well drained upland soils that have a loamy surface layer and a predominantly clayey subsoil moderately deep to very deep to saprolite, very deep to bedrock. Major uses are woodland, cropland, and pasture.

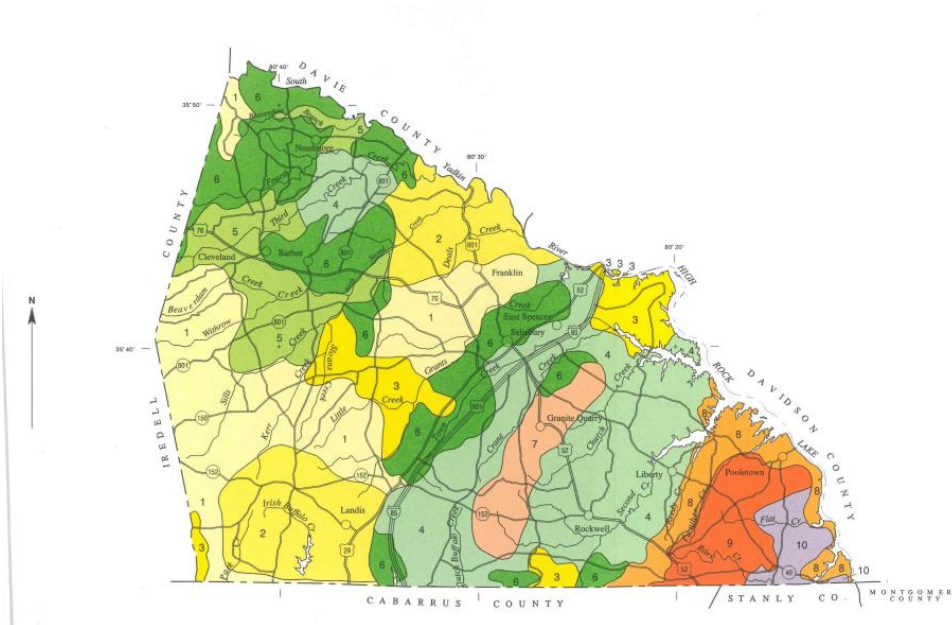
Agricultural management concerns are erodibility, tilth, soil fertility, and equipment use in the steeper areas. Management concerns for urban development are restricted permeability, low strength, shrink-swell potential, and slope in the steeper areas.

6. Enon-Mecklenburg-Poindexter: Found in fourteen percent of the central and northwestern parts of the county, this classification is gently sloping to steep, well drained upland soils that have a loamy subsoil, moderately deep to deep to saprolite and moderately deep to very deep to bedrock. Major uses are woodland, cropland, and pasture. Agricultural management concerns are erodibility, soil fertility, and equipment use in the steeper areas. Management concerns for urban development restricted permeability, low strength, shrink-swell potential, depth to bedrock and slope in the steeper areas.
7. Ashlar-Vance-Rion-Wedowee: Found in four percent of the eastern part, in a northeast to southwest trending strip that includes the Granite Quarry and Faith areas of the county. This classification is gently sloping to moderately steep, well drained upland soils that have a loamy surface layer and a clayey or loamy subsoil, moderately deep to very deep to saprolite, moderately deep to very deep to bedrock with rock outcrops in some areas. Major uses are woodland, cropland, and pasture. Agricultural management concerns are erodibility, rooting depth, soil fertility, and slope in the steeper areas. Management concerns for urban development are depth to bedrock, low strength, shrink-swell potential, and slope in the steeper areas.
8. Badin-Uwharrie-Tatum: Found in five percent of the southeastern corner of the county, this classification is gently sloping to steep, well drained upland soils that have a loamy surface layer and a predominantly clayey subsoil, very stony surface in some areas, moderately deep to very deep to saprolite, moderately deep to very deep to bedrock. Major uses are woodland, cropland, and pasture. Management concerns for agriculture are erodibility, soil fertility, rooting depth, and equipment use in the steeper areas. Management concerns for urban development are restricted permeability, low strength, shrink-swell potential, depth to bedrock, and slope in steeper in the steeper areas.
9. Cid-Badin-Misenheimer: Found five percent of the southeast corner of the county, this classification is nearly level to strongly sloping, well drained to somewhat poorly drained upland soils that have a loamy surface layer and a clayey or loamy subsoil, shallow to moderately deep

to saprolite, shallow to moderately deep to bedrock. Major uses are woodland, cropland, and pasture. Management concerns for agriculture are wetness, depth to bedrock, soil fertility, erodibility, rooting depth, and slope in the steeper areas. Management concerns for urban development are wetness, restricted permeability, low strength, and shrink-swell potential.

10. Badin-Goldston: Found in two percent of the southeastern corner of the county, this classification is gently sloping to moderately steep, well drained to excessively drained upland soils that have a loamy surface layer and a clayey to loamy subsoil, shallow to moderately deep to saprolite, shallow to moderately deep to bedrock. Major uses are woodland, cropland, and pasture. Management concerns for agriculture are erodibility, soil fertility, rooting depth, droughtiness, and slope in the steeper areas. Management concerns for urban development are depth to bedrock, shrink-swell potential, and low strength⁵³.

Map 2 illustrates the geographical location of the soil classifications mentioned above.



Map #2. Rowan County Soils Classifications⁵⁴

Agricultural Land Designations in Rowan County

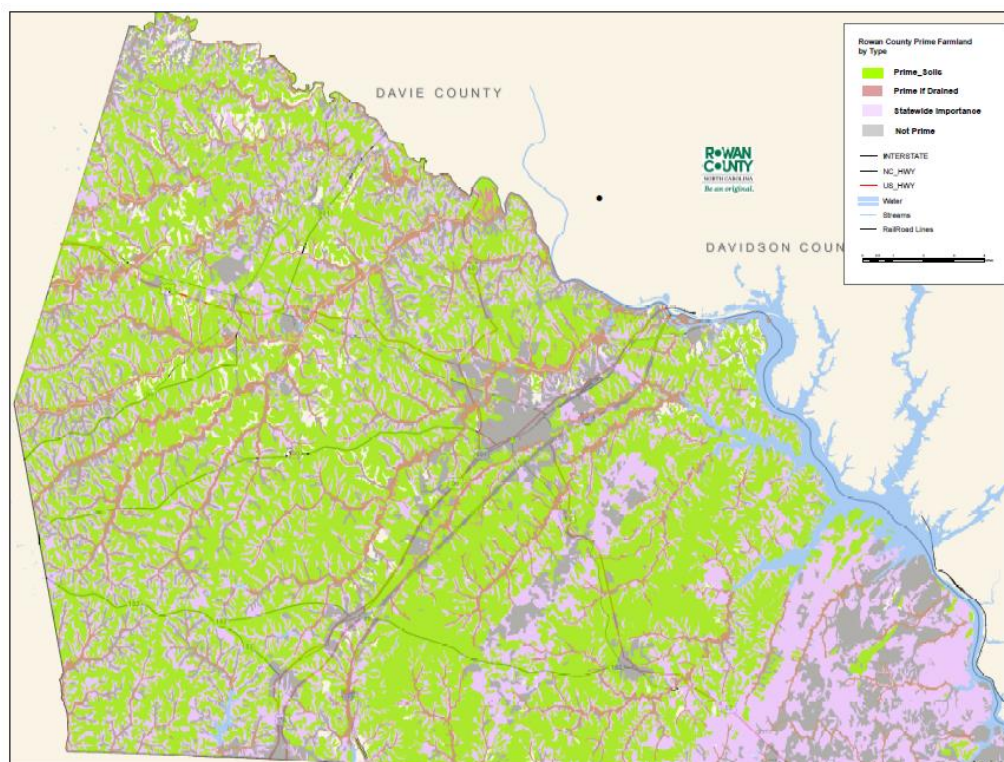
Prime farmland is land that has the best combination of physical and chemical characteristics for producing food, feed, forage, fiber, and oilseed crops and

that is available for these uses. Rowan County has 155,000 acres of prime farmland.

Generally, additional farmlands of statewide importance include those that are nearly prime farmland and that economically produce high yields of crops when treated and managed according to acceptable farming methods. Some may produce as high a yield as prime farmlands if conditions are favorable. Rowan County has 97,070 acres of farmlands of statewide importance.

Another descriptor of land as prime farmland if drained and either protected from flooding or not frequently flooded during the growing season. Rowan County has 21,600 acres of farmland in this description.

Farmland classified as non-prime in Rowan County totals 52,275 acres⁵⁵.



Map #3 NRCS Classified Prime Farmland⁵⁶.

Forestry

Rowan County forestland totals 136,376 acres, with 95 percent owned by private landowners. According to North Carolina Cooperative Extension, Rowan County landowners harvested \$4.4 million in timber in 2020. The total forest industry economic impact to Rowan County was \$269 million. Nine-hundred fifty-seven people are employed in the Rowan County forest industry, with a total payroll of \$62 million⁵⁷.

The timber inventory in 2016 was 7.5 million green tons of hardwood and 3 million green tons of softwood. Of the 8.25 million green tons of hardwood, 5.5 million green tons were used for sawtimber and 2.75 million green tons were for pulpwood. Of the 3 million green tons of softwood, 2.5 million were used for saw timber and .5 million tons for pulpwood⁵⁸.

Rowan County: The State of Agriculture

Agriculture is deeply rooted in the history of Rowan County. In 1821, the Rowan Society for Agriculture sponsored the first agricultural fair in North Carolina in Salisbury. Early cash crops included cotton, corn and grains. The United States Census of Agriculture in 1910 indicates that 3,241 farms existed in Rowan County. By 1969, the number of farms in Rowan County reduced to 1,304 farms. During the 1980's farm crisis, the number of farms fell to 823. A revival in farming occurred by 2012 bringing the number of farms to 1,011. The most recent statistics available show that in 2017, 925 farms were in Rowan County⁵⁹.

According to Mike Walden in the 2008 "Agriculture and Agribusiness in Rowan County" report, agriculture and agribusiness added \$429,357,375 or 11.7 percent of the county's value-added total income. According to Dr. Walden, the agriculture sector also accounted for 13.8 percent of Rowan County's total employment in 2008.⁶⁰

The number of farms in Rowan County decreased from 1,012 in 2012, to 925 in 2017 according to the US Census of Agriculture. The average farm size increased slightly from 121 acres in 2002 to 129 acres in 2017. Of the 118,914 total acres of farmland in Rowan County in 2017, 57 percent (about 67,800 acres) were planted in crops and 60,433 (50.8%) acres of crops were harvested in that year⁶¹.

The economic impact of the agriculture sector in reported in 2008 was 11.7 percent of the county's value-added total income⁶². Rowan County has the resources, human and natural, to ensure that agriculture can prosper in the future.

Figure 1 illustrates the land in farms by land use in the 2017 Census of Agriculture with the majority (57%) of land in farms being used for crop production⁶³.

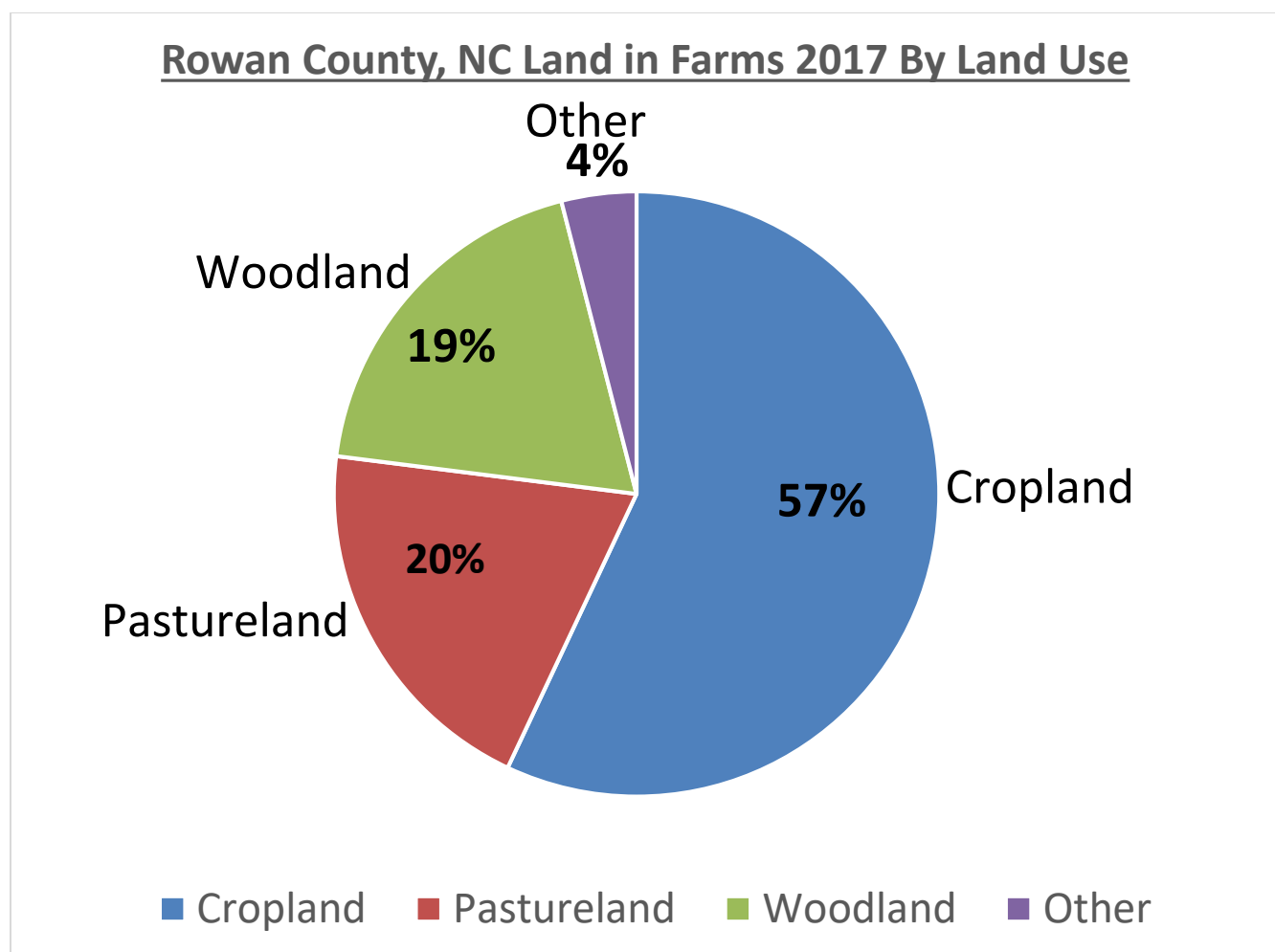


Figure 1. Rowan County, NC Land in Farms By Land Use in 2017 Source: 2017 Census of Agriculture, Rowan County, NC Profile.

Land use practices indicate how farmers manage land resources in crop production. These practices include no-till, reduced till, intensive till, and cover crops. According to the 2017 USDA Census of Agriculture, 22 percent of farms in Rowan County utilize no till practices, one percent of farms implemented reduced till, seven percent utilize intensive till and 11 percent of farms used cover crops.

It is important to note the impact of agriculture to Rowan County's economy and to highlight the county's rank in NC agricultural production. This information is available for 2021 as published in the 2022 NC Agricultural Statistics Book from the North Carolina Department of Agriculture and Consumer Services' Division of Agricultural Statistics in partnership with the

National Agricultural Statistics Service and the Census of Agriculture. The impact of agriculture in Rowan County in 2021:

- *Agricultural cash receipts in Rowan County totaled \$91,234,418

- *Rowan County ranked 2nd in tomato harvested acreage

- *Rowan County ranked 5th in dairy cattle production

- *Rowan County ranked 8th in all cattle production and cash receipts from cattle

- *Rowan County ranked 10th in beef cattle production

- *Rowan County ranked 20th in the state in wheat production

- *Rowan County ranked 30th in the state in corn production

- *Rowan County was 28th in the state in soybean production⁶⁴

The following statistics are from the 2017 Census of Agriculture for Rowan County:

- *Rowan County ranked 4th in sheep and goats

- *Rowan County ranked 7th in milk from cows

- *Rowan County ranked 9th in the production of fruits, tree nuts, and berries

- *Rowan County ranked 15th in production of vegetables, melons, potatoes, and sweetpotatoes

- *Rowan County 26th in other crops and hay⁶⁵

According to the 2021 cash receipts, published in the 2022 NC Agricultural Statistics book, Rowan County farmers had total cash receipts of \$91,234,418 this was a significant increase from the 2019 total of \$67,910,220⁶⁶. Crops accounted for \$52,066,404 (57%) of agricultural sales in 2021 while livestock,

dairy, and poultry accounted for \$35,545,287 (39%). The remaining \$3,622,727 (4%) was received from government payments⁶⁷.

Farmers markets and roadside stands are an important part of the agricultural economy in Rowan County. Eleven percent of Rowan County farms sell directly to consumers totaling \$1,127,000 in 2017⁶⁸.

Crops

In 2021, Rowan County farmers earned a total of \$52,066,404 from crop production. Production of major crops in Rowan County in 2021 includes⁶⁹:

- Soybeans, 20,900 acres, yielding 888,000 bushels
- Corn for grain, 10,700 acres, yielding 1.61 million bushels
- Wheat, 4,900 acres, yielding 333,000 bushels

Livestock

In 2021, Rowan County farmers realized cash receipts from livestock, dairy and poultry of \$35,545,287, ranking the county 48th in the state of North Carolina. This included production of 3.8 million broilers, 21,000 cattle, and 65,000 layers⁷⁰.

Forestry

Rowan County forestland totals 136,376 acres, with 95 percent owned by private landowners. According to North Carolina Cooperative Extension, Rowan County landowners harvested \$4.4 million in timber in 2020. The total forest industry economic impact to Rowan County was \$269 million. Nine-hundred fifty-seven people are employed in the Rowan County forest industry, with a total payroll of \$62 million⁷¹.

The timber inventory in 2016 was 7.5 million green tons of hardwood and 3 million green tons of softwood. Of the 8.25 million green tons of hardwood, 5.5 million green tons were used for sawtimber and 2.75 million green tons were for pulpwood. Of the 3 million green tons of softwood, 2.5 million were used for saw timber and .5 million tons for pulpwood⁷².

Farmer Demographics

As cited in the 2017 US Census of Agriculture, the number of Rowan County farmers was 1,482 with an average age of 57.1 years of age. Principal operators by gender were 1,006 male and 476 female. The majority (98%) of farm owners in Rowan County are white⁷³.

Farm and Forest Protection Programs

Present-Use Value Tax Program

Present-Use Value, or PUV, is a program established by N.C.G.S. §§ 105-277.2 to .7 and administered by the county assessor through which qualifying property can be assessed, for property tax purposes, based on its use as agricultural, horticultural or forest land. The present use value is the value of the land based solely on its ability to produce income. Qualifying property is assessed at its present-use value rather than its market value. The tax office also maintains a market value for the land, and the difference between the market value and the present-use value is maintained in the tax records as deferred taxes. When land becomes disqualified from the program, the deferred taxes for the current and three previous years, with interest, will usually become payable and due.

Basic Requirements

Minimum acreage of production land:

- 10 acres for agricultural use
- Five acres for horticulture use
- 20 acres for forest use

Production must follow a sound management plan.

Agricultural and horticultural land must have at least one qualifying tract that has produced an average gross income of at least \$1,000 for the three years preceding the application year.

Forestland must be following a forest management plan.

Benefits

Protection from increasing land values that are based on development potential and the potential increase in property taxes

More information can be found at
<http://www.dor.state.nc.us/publications/property.html>.

Voluntary Agricultural Districts (VAD)

Established by N.C.G.S. §§ 106-737 to 743 and administered at the county level, Voluntary Agricultural Districts are designated areas where commercial agriculture will be encouraged and protected. The purposes of the districts are to increase identity and pride in the agricultural community and to increase protection from nuisance suits and other negative impacts on properly managed farms. A copy of Rowan County's Voluntary Agricultural District ordinance is included in Appendix 1 of this document⁷⁴.

Requirements

Land must be enrolled in the Present-Use Value program or otherwise be determined to meet the qualifications of the program.

The landowner must enter into a revocable agreement to limit development for a 10-year period.

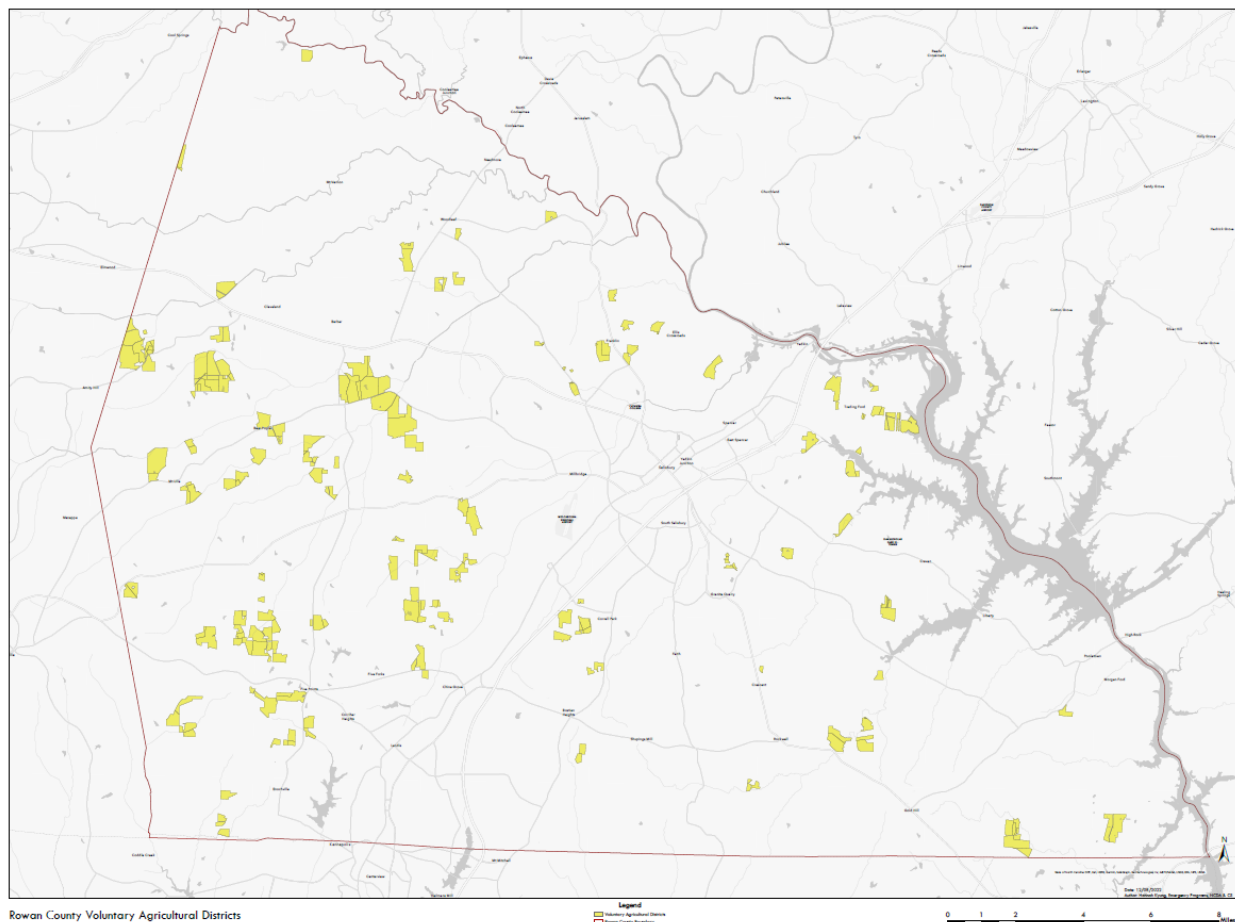
Benefits

- Notification to buyers of nearby property that they're moving into an agricultural area
- Abeyance of water and sewer assessments
- Public hearings on the condemnation of farmland
- Stronger protection from nuisance suits
- Representation by an appointed board regarding concerns on threats to the agricultural sector

Enhanced Voluntary Agricultural Districts

Established by N.C.G.S §§ 106-743.1 to .5, an Enhanced Voluntary Agricultural District is a VAD formed of one or more farms that are subject to an IRREVOCABLE 10-year agreement to limit development. In return for the

condition of irrevocability, the landowner receives the added benefits of being able to receive 25 percent of gross revenue from the sale of non-farm products and still qualify as a bona fide farm, and being eligible to receive up to 90 percent cost-share assistance from the Agricultural Cost-Share Program. A copy of Rowan County's Voluntary Agricultural District ordinance, including Enhanced Voluntary Agricultural District, is included in Appendix 1 of this document⁷⁵.



Map #4. Rowan County Voluntary Agricultural District Acreage⁷⁶

Conservation Easements

A conservation easement is a written agreement between a landowner and a qualified conservation organization or public agency under which the

landowner agrees to keep the land available for agriculture and to restrict subdivision, non-farm development and other uses that are incompatible with commercial agriculture⁷⁷.

Basic Requirements

Permanently foregoing the right to subdivide or develop the land being conserved. There will be other limitations on activities to preserve the land's productivity, environmental values and rural character. Cash payments in the range of \$20,000 to \$40,000 are needed to cover the costs of the transaction. These costs are for legal services, a survey, an appraisal, long-term stewardship services provided by the conservation partner and other miscellaneous activities. In some cases, grant funds will cover these costs⁷⁸.

Other Information

A portion of the property can be left out of the easement, thereby providing an area for future homes and other non-farm activities.

Agricultural activities, including forestry, are allowed under the agreement.

Despite the term "easement," access to the public is not provided by the agreement.

The value of a conservation easement is determined by a licensed land appraiser and is typically between 25 percent and 75 percent of the land's market value.

A periodic inspection of the property is required to ensure that development does not occur. This provision will be included in the agreement.

The agreement is recorded on the county's land records and runs with the title. All future landowners must comply with the terms and conditions of the agreement.

Financial Benefits

If the conservation easement is donated, then the landowner will likely qualify for a federal income tax deduction and a state income tax credit. The value of

these benefits depends on the appraised value of the easement and the income tax situation of the landowner.

A conservation easement also can be sold by the landowner through a transaction commonly referred to as a Purchase of Development Rights (PDR) or Purchase of Agricultural Conservation Easement (PACE). Funds to purchase a conservation easement can be raised from private and government sources. North Carolina and the federal government have programs to purchase agricultural conservation easements. Funding through these programs is very competitive and will generally amount to a percentage of the easement's value. The tax benefits described above can be claimed for any of the easement's value above the purchase price.

Term Conservation Easements

Also called Agricultural Agreements, these agreements are similar to conservation easements but apply for a finite period of time agreed to by the landowner and conservation partner.

Transfer of Development Rights

A program set up by local units of government that utilizes conservation easements to preserve farmland by providing incentives to increase development density in a designated area. The program identifies the "sending area" where conservation is being encouraged and the "receiving area" where development is preferred. A landowner in the receiving area can purchase a conservation easement on a property in the sending area and receive additional density allowances. In North Carolina, counties must receive authorization from the General Assembly to develop and implement a TDR program.

Farm Transition Planning

Making careful plans for the transfer of ownership of farm property and assets from the current owner to the next can be enough to preserve a farm for decades. Many options are available when planning an estate or land transfer. Farm owners can increase the likelihood of a successful transition that maintains the viability of the farm by obtaining professional assistance early in the process.

Right-to-Farm Law

North Carolina has a state right-to-farm law (N.C.G.S. §§ 106-700 to 701(2006)) that protects farm and forestry operations from being declared a nuisance as long as they have been in operation for at least one year and are operated properly and without negligence.

N.C. Agricultural Development and Farmland Preservation Trust Fund

N.C.G.S. § 106-744(c) established a trust fund to be administered by the Commissioner of Agriculture. The purpose of the trust fund is to provide monies to purchase agricultural conservation easements and to fund programs that promote the development and sustainability of farming, and the transition of existing farms to new farm families. Counties and nonprofit conservation organizations can apply for grants for these purposes.

Challenges, Opportunities and Trends: Survey and Interview Results

The methodology employed to access information, perceptions and attitudes related to agriculture and agribusiness in Rowan County consisted of written surveys and interviews with three target audiences—agriculture producers, agribusiness owners and non-farm residents of Rowan County. Surveys were distributed by the Rowan County Center of the North Carolina Cooperative Extension Service. A total of 354 surveys were completed for the study.

In addition, more than 30 key leaders in Rowan County from all three targeted groups were interviewed to better identify challenges and opportunities that exist in the county's agricultural segment. All descriptive statistics presented in this document were calculated using data obtained from these processes. Survey and interview information revealed pertinent information on the state of agriculture in Rowan County from the perspectives of farmers, agribusinesses, and non-farm residents as well as from data sources such as USDA and NCDA.

The results identify specific challenges and opportunities affecting the future of agriculture in the county.

Agriculture Producer Analysis

A review of the 2017 Census of Agriculture revealed that there were 925 farms in the county being cultivated by 1,006 male and 476 female operators. Rowan County farmers are predominantly white with 1,454 white operators, 15 African American operators, 2 Asian operators, and 11 more than one race operators. The average age of Rowan farmers was reported as 57.1 years in 2017⁷⁹. Farmers providing information for the Rowan County Working Agricultural Lands Plan represented operations from across the county. The average age of survey respondents was 53 years.

According to the survey, the majority of the operations (70 percent) were farm production only, primarily farm with some timber production was 27 percent, timber production only 2 percent, and primarily timber production with some farm production was 1 percent.

Sixty-six percent of Rowan County farmers surveyed indicated that they had been in operation for more than 20 years. Seventeen percent of the farmers surveyed had been in operation for 10-20 years, and 17 percent of respondents had been in operation 9 years or less (Figure 2).

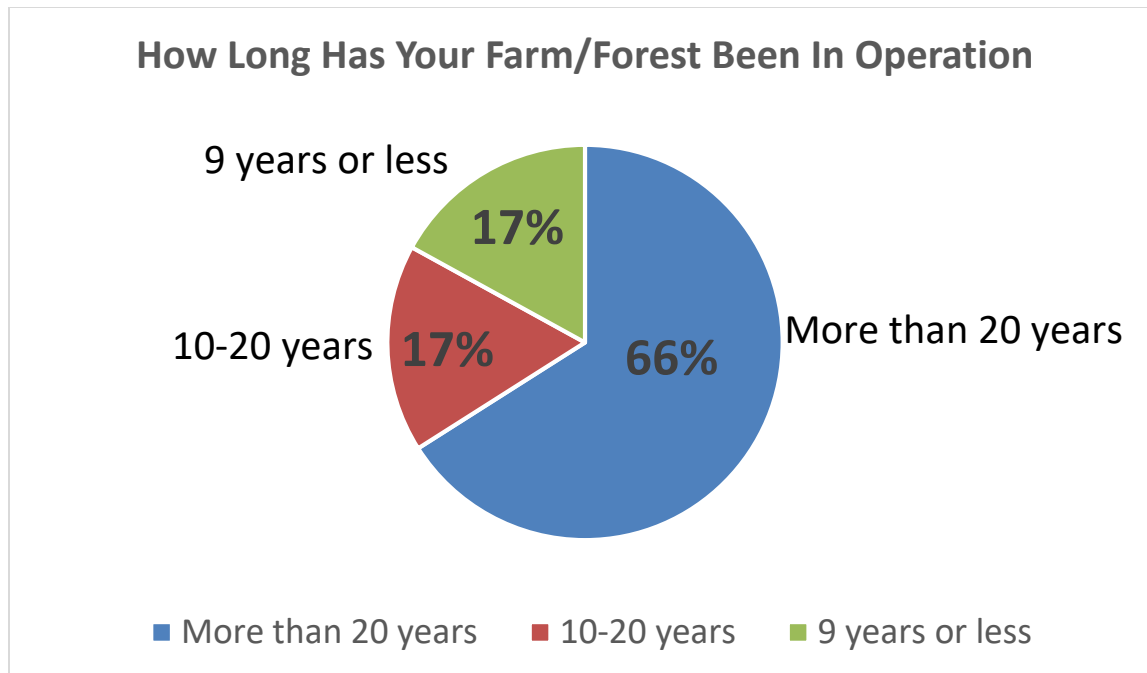


Figure 2. Source: Rowan Producer Survey 2022

Fifty-two percent of surveyed farmers indicated provided 0-24% of their total income, 24% indicated that farming provided 25-49% of their total income, 8 percent indicated that farming provided 50-74% of their total income, and 16% percent of the responding farmers indicated that their operations provided the majority of their household income.

Of the farmers responding, 48 percent did not expand operations during the last five years. Of those who wanted to expand but did not, listed the following reasons:

- Satisfied with current size
- Age of owner/operator
- Low profit margin
- High cost of equipment
- Lack of available land to purchase

- Lack of available labor

Notably, 57 percent of farmers surveyed stated that they did not own sufficient property to expand or diversify their operation. This indicates the importance of and need for leasable land for operational expansion in Rowan County.

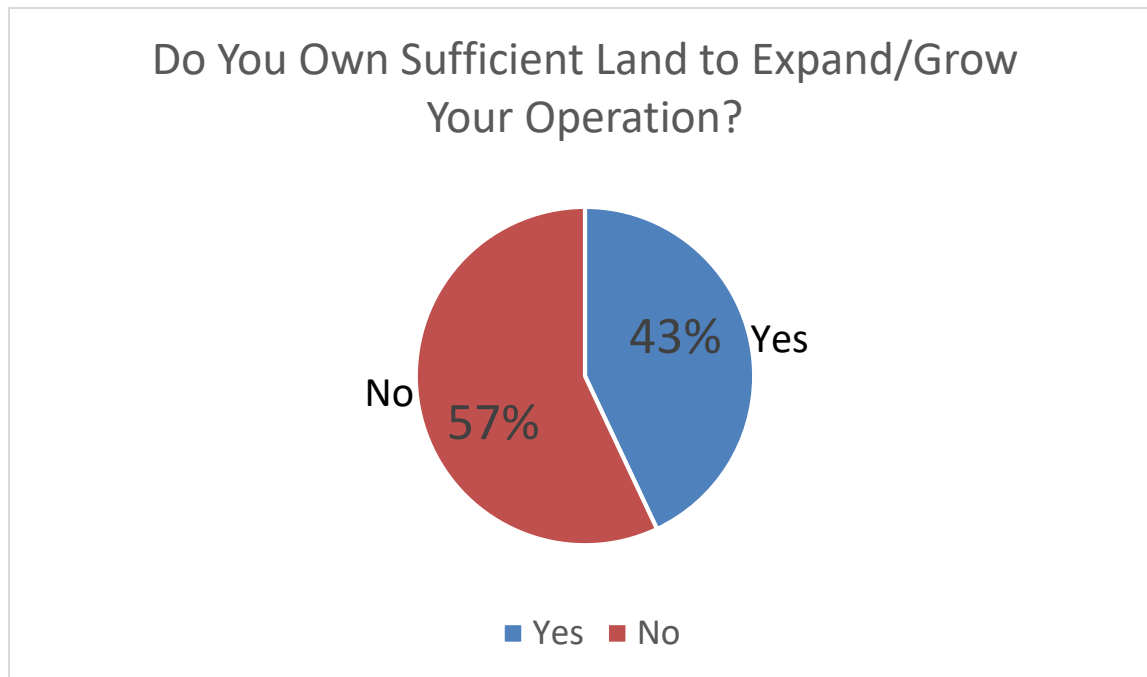


Figure 3. Source: Rowan Producer Survey 2022

Farmers who participated in the surveys identified the most critical issues expected to influence future farming operations as:

1. Production Input Costs
2. Competition for available land
3. Commodity prices
4. Residential housing expansion
5. Available labor
6. Land rental rates

Additional information from the farming community indicated that upon retirement, nearly 85 percent of farmers expected to transfer the farm to family members for continued operation as a family farm. However, 63

percent do not have a farm transition plan. This indicates a need to have training for some farm owners on developing effective farm transition plans. Family farms are the backbone of agriculture in North Carolina, educating farmers on how to pass their farms on to heirs or another generation of farmers is essential to the future of agriculture.

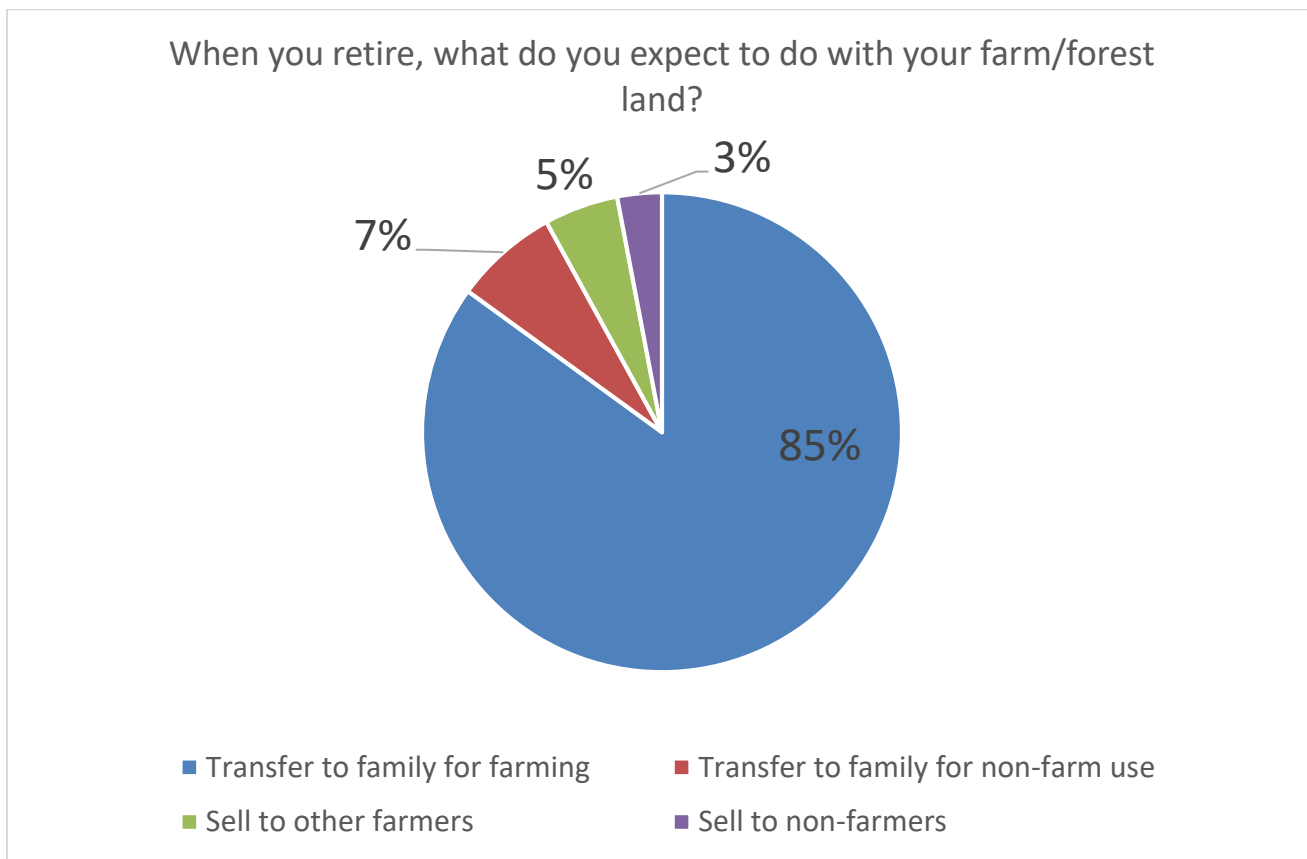


Figure 4. Source: Rowan Producer Survey 2022

Rowan County offers a deferred tax program beneficial to farmers and landowners designated as the Present Use Value Taxation program (PUV). This program offers owners of forestland and those operating legitimate farms a deferred tax program based upon their present use in agriculture, horticulture, or forest land. Sixty-eight percent of survey respondents answered that they were enrolled in the PUV program. Twenty-four percent are not enrolled in the PUV program. Eight percent answered that they did not know whether or not their farmland was enrolled. (Figure 5) These results indicate a definite need to educate all landowners on the benefits of the PUV

program. While an increased knowledge of this program could result in additional land enrolled in the program and, in turn, reduce tax revenues, the cost of community services for agricultural land versus residential land shows that the revenue outcome still provides a net gain to the county coffers.

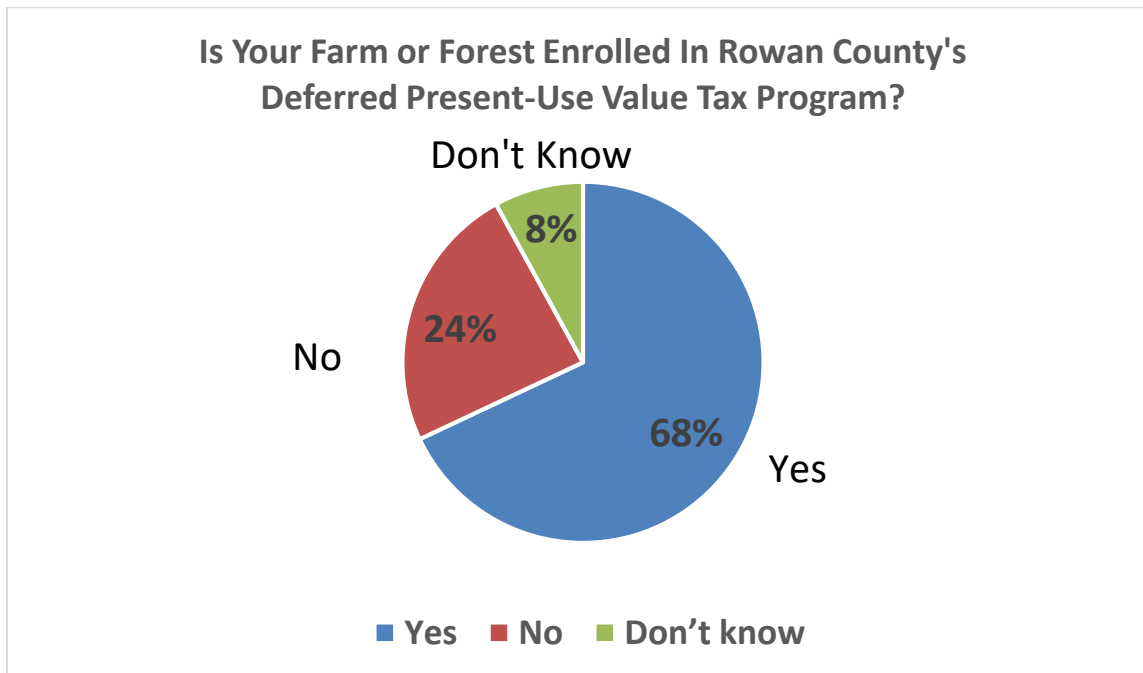


Figure 5. Source: Rowan Producer Survey 2022

When Rowan County farmers were asked to identify taxes that were impediments to their profitability, 59 percent listed estate taxes, 57 percent listed county real property taxes and 56 percent cited county property taxes on buildings and equipment as significant burdens on family farms. (Table 2)

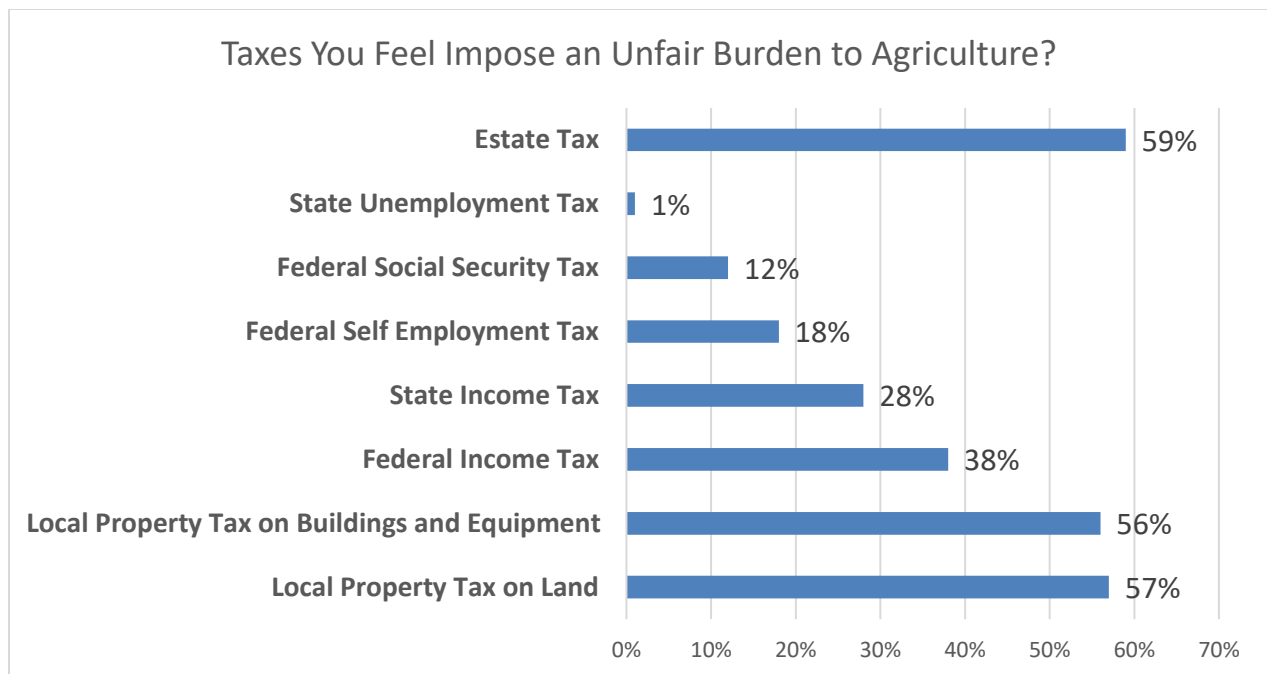


Table 2. Source: Rowan Producer Survey 2022

In 2017, the majority (99 percent) of forestland in Rowan County was privately owned. Forty percent of survey respondents have forest management plans, and sixty percent responded that they have no such plans. A forest management plan is a valuable tool for farmers and landowners to use this resource for greater sustainability and profitability. Management plans are required for forest landowners to enroll properties in the county's Present Use Value program. The survey data indicates the need for the development of an educational program to inform and train landowners on the benefits of a formal forest management plan. Farmers surveyed expressed interest in training in the following areas:

- Timber management
- Development of a forest management plan
- Selecting consulting foresters

Eighteen percent of survey respondents have experienced problems with neighbors in regard to their farming operation. (Figure 6) Of those experiencing problems, the issues centered on:

- Boundary or trespassing conflicts
- Dumping/littering issues
- Slow moving vehicle complaints
- Manure application complaint
- Smoke or Dust

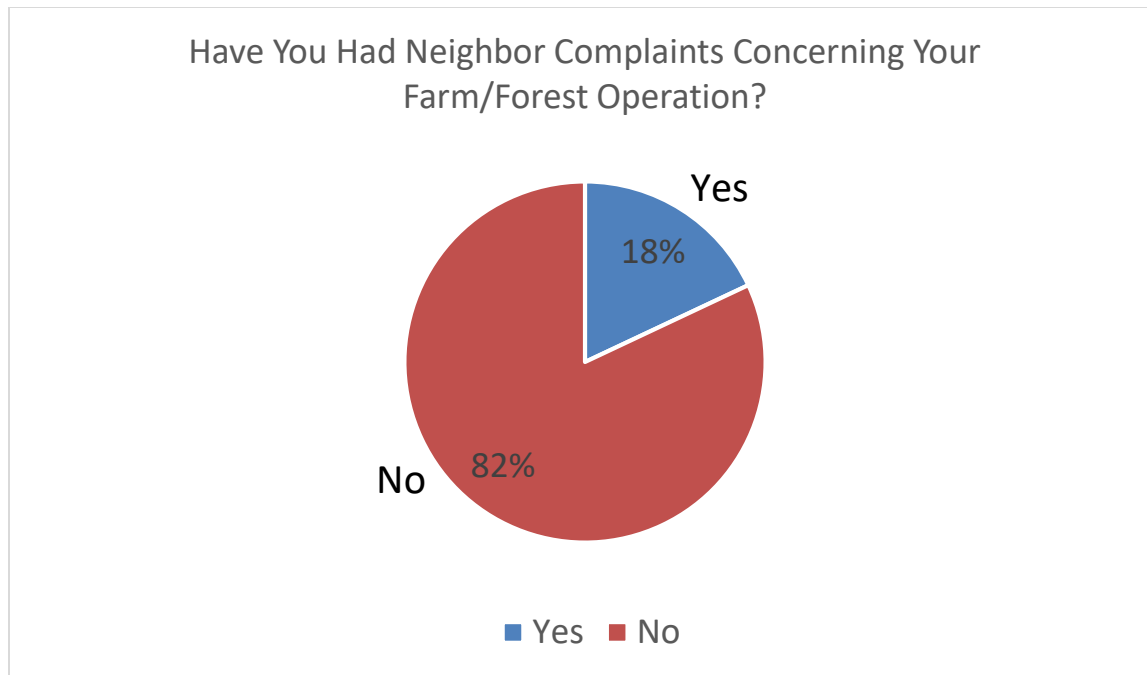


Figure 6. Source: Rowan Producer Survey 2022

Additionally, farmers expressed a need for management, technical and marketing training on the following topics to enhance their operations:

- | | |
|--|-----|
| - Forward pricing and hedging | 34% |
| - Direct to consumer marketing of products | 51% |
| - Identifying and managing risks | 32% |
| - Business website development | 29% |
| - Estate planning/Farm transition | 77% |
| - Federal and State contract training | 47% |

There are multiple opportunities for training and education. This information should serve as a continuing guide for agencies and institutions involved in education within the county to develop plans for short-term and long-term training to serve the agricultural community.

Most of the Rowan County farmers surveyed (58 percent) showed no awareness of farmland preservation tools that could help them in their efforts to maintain their family farms. Forty-two percent of surveyed farmers were aware of farmland preservation tools. As of 2022, 332 farms covering 15,074 acres were enrolled in the Voluntary Agricultural District program. Forty-one farms covering 1,818 acres were enrolled in the Enhanced Voluntary Agricultural District⁸⁰. The creation and adoption of the Rowan County Working Agricultural Lands Plan by the county's leadership are essential steps to ensure support for the agricultural community.

Rowan County farmers, who were surveyed and interviewed, recognized the value of educating the non-farm public to the benefits of agriculture to the county. Ninety percent of farmers surveyed were in favor of a program to increase non-farm residents' knowledge of the social and economic benefits of agriculture.

Rowan County farmers and operators who responded to the survey (98%) stated that there is a definite need for agricultural education in public schools, 4-H and youth development, community colleges and other colleges and universities. Table 3 shows the strong support for such programs, which illustrates the need to train youth in the importance of agriculture and the diverse agricultural career opportunities.

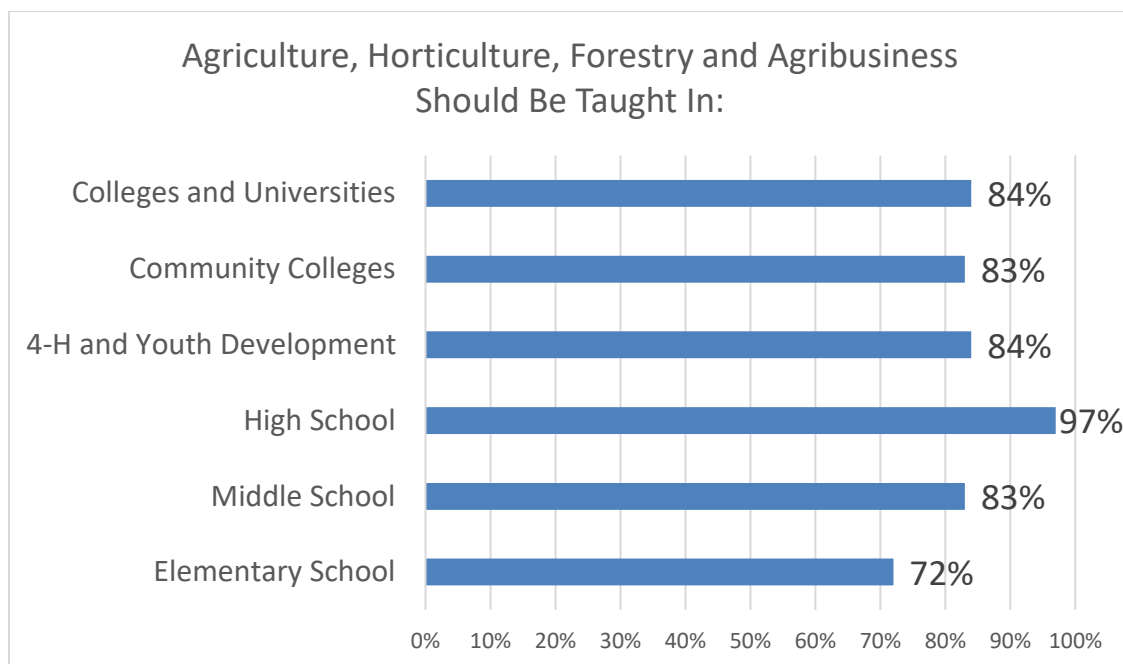


Table 3. Source: Rowan Producer Survey 2022

Surveyed farmers in Rowan County (92%) were in favor of government funds to support agriculture and agricultural economic development in the county.

Interviews were conducted with a cross-section of farmers to obtain their opinions on the issues, challenges and opportunities impacting agriculture in Rowan County. The following were stated as issues that impacted family farms as well as the perpetuity and profitability of these operations:

- Housing and commercial development pressures. Farmers see the influx of new housing developments taking over prime farmland. Development is causing land prices to increase and making it hard for farmers to hold on to existing farmland. Increased land prices lead to higher property taxes. Development is adding more traffic to country roadways causing problems for moving farm equipment.
- Lack of understanding among county elected officials and non-farm residents of the importance of agriculture to the economy and culture of Rowan County. County government is seen as pro development.

- Need for farm and estate transition planning. All farmers interviewed recognized the importance of planning, but only a small percentage had formal plans. Issues related to estate planning identified included no one in next generations to take over farming, equitable treatment of all heirs, and estate taxes.
- Drainage issues due to increased housing development. Drainage ditches are being filled in by housing developers resulting in flooding during rain events and increased debris in waterways.
- High input costs. Farmers expressed concern over the expense of new equipment and technology. Increased labor cost and shortage of qualified labor was also an issue. Low commodity prices make it hard to justify investments in new technology.

Agribusiness Survey and Interview Analysis

Agribusinesses provide essential resources and services vital to the success and profitability of agriculture production services. Agribusinesses, just as any other business, provide jobs and employment, which stimulate the local economy. Agribusiness respondents represented feed dealers, financial/insurance brokers, equipment dealers, agriculture and crop consultants, agriculture processors/distributors, produce marketers, agri-tourism operators, and horticultural services. Sixty-four percent of respondents agribusinesses have been in operation more than 20 years, while 36 percent have been in business for less than 20 years.

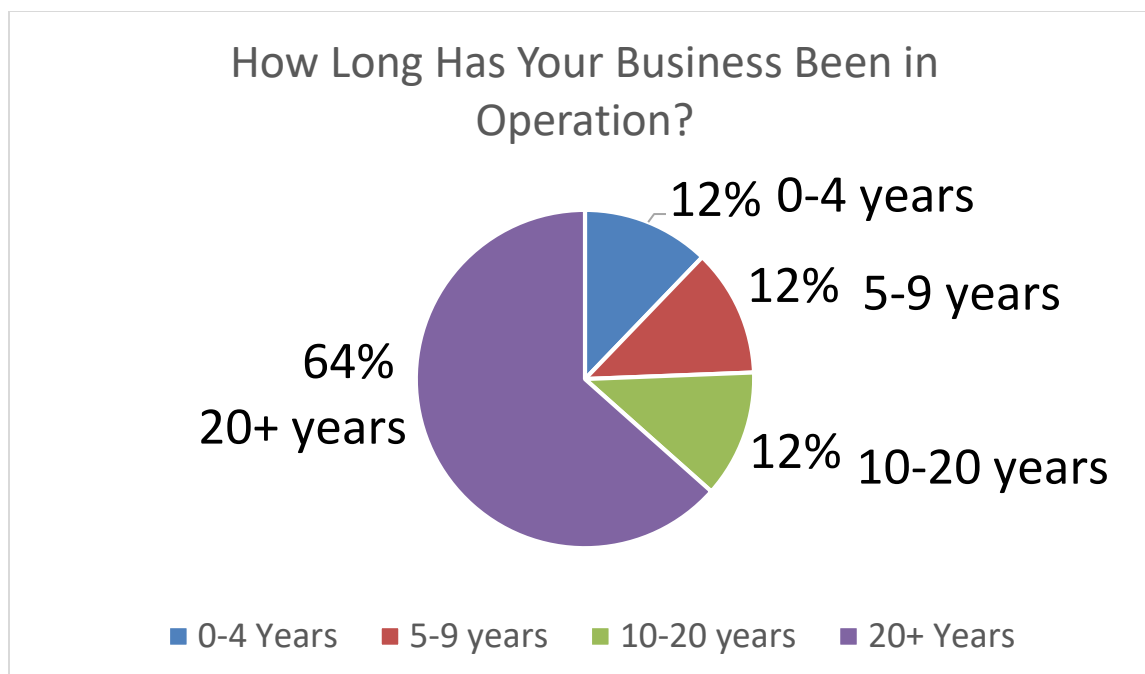


Figure 7. Rowan County Agribusiness Survey 2022

Agribusinesses surveyed (38 percent) recognized that 0-24 percent of their business was generated from the farm community. The majority surveyed (62 percent) reported that the farm community was responsible for the majority (more than half) of their business clientele (Figure 8). Though these agribusinesses offer agricultural services, many also provide services and products that meet the needs of non-farm residents and industries. In the last five years, 63 percent of agribusinesses surveyed have increased the size of their operations. The same percentage (63 percent) reported an increase of agricultural inventories and sales. As non-farm populations continue to grow, agribusinesses (88%) will continue to seek ways to service non-farm residents, which will provide additional support for these agribusinesses.

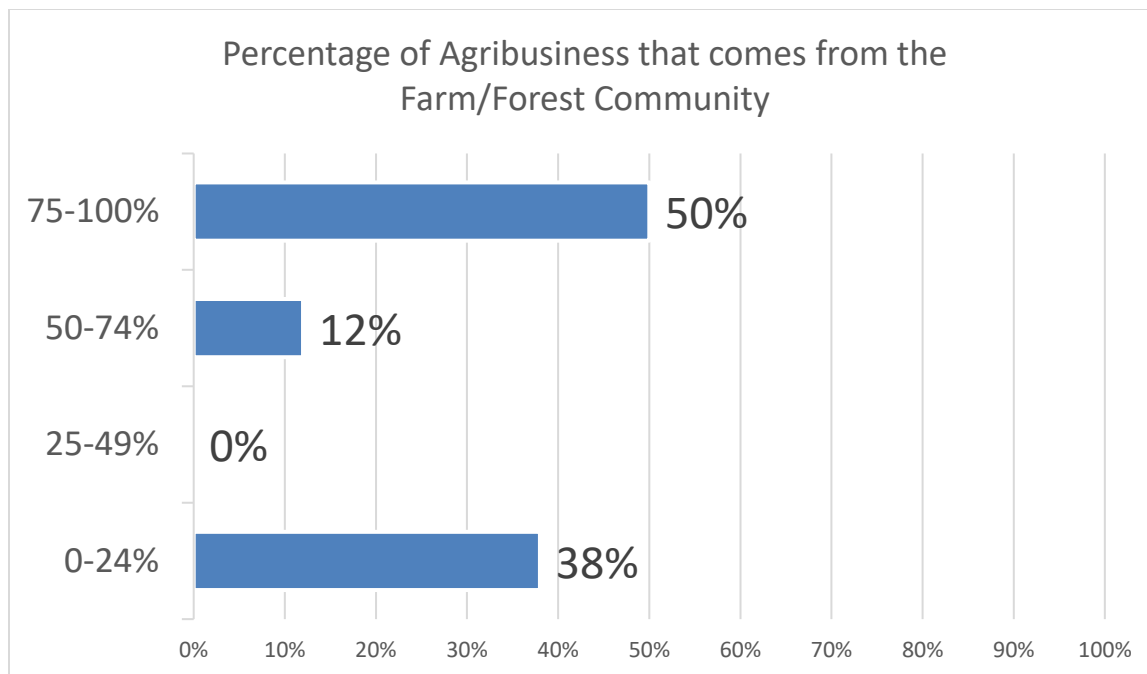


Figure 8. Source: Rowan County Agribusiness Survey 2022

Agribusiness owners also noted trends in agricultural production that could have impacts on their operations including, but not limited to, an increase in the number of small farms, a change to new types of farms, shift to more sophisticated farm operations, fewer large farms, more specialty and direct market operations, and more farm diversification. These trends are being driven by population increase, desire for farm value-added products and change in farm technology. Seventy-five percent of agribusinesses interviewed indicated that they would modify business to adapt to trends.

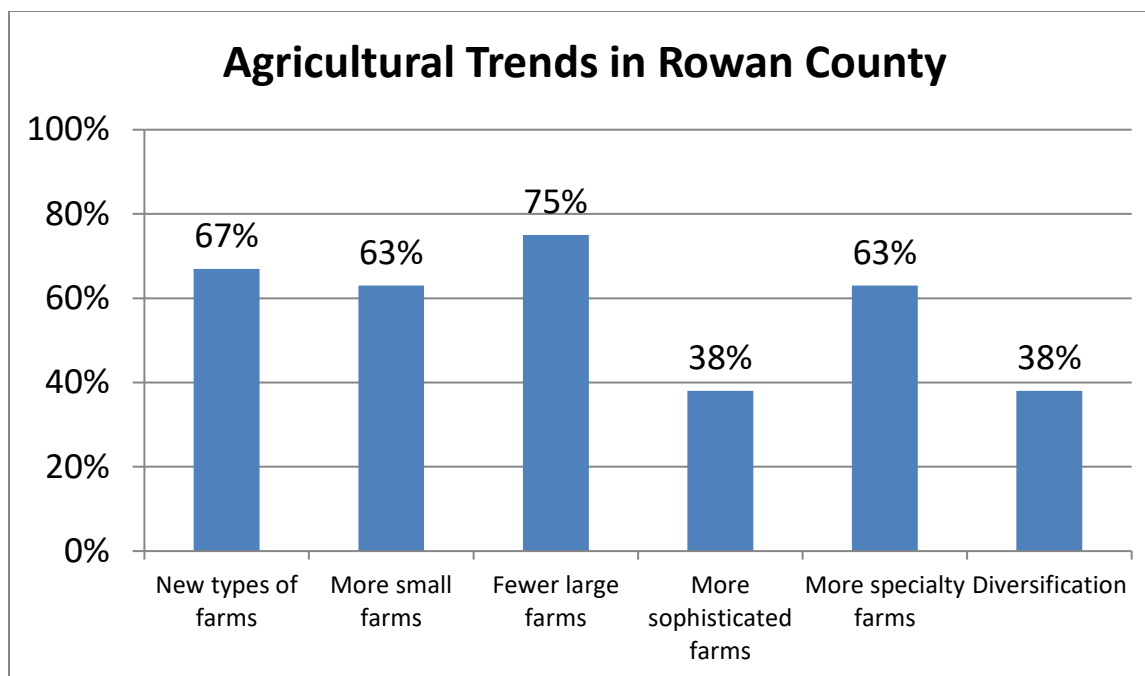


Table 4. Source: Rowan County Agribusiness Survey 2022

Following is a list of challenges and opportunities expressed by the respondents that will have an effect on agriculture in the future.

- One hundred percent of agribusiness respondents identified farm transition and estate planning as a major issue in Rowan County. They also expressed the need for professional assistance and training in transition and estate planning.
- One hundred percent of agribusiness respondents indicated that agriculture and agribusiness should be promoted as a career opportunity.
- One hundred percent of agribusiness respondents noted the importance of education of Rowan County citizens on the impact of agriculture and agribusiness on the county's economic viability.
- Forty-three percent of agribusiness respondents have problems with labor issues, especially being able to provide required health insurance and other benefits.
- One hundred percent of survey respondents saw a need for consumer education on economic impact of buying local in Rowan County.

- All of those questioned said that youth education in the field of agriculture is of great importance, and continued support of these programs in secondary and post-secondary schools is essential to the future of agriculture.
- Eighty-six percent of those surveyed noted agri-tourism was a viable opportunity for agricultural expansion in Currituck County.
- Eighty-six percent of respondents believe that government funding should be used to promote agricultural development.

When asked what would provide additional assurance of success in their business, fifty-seven percent identified succession planning training and the need for adequate financing to maintain or expand their businesses. Forty-three percent have a need for training on new technology in farming. (Table 5)

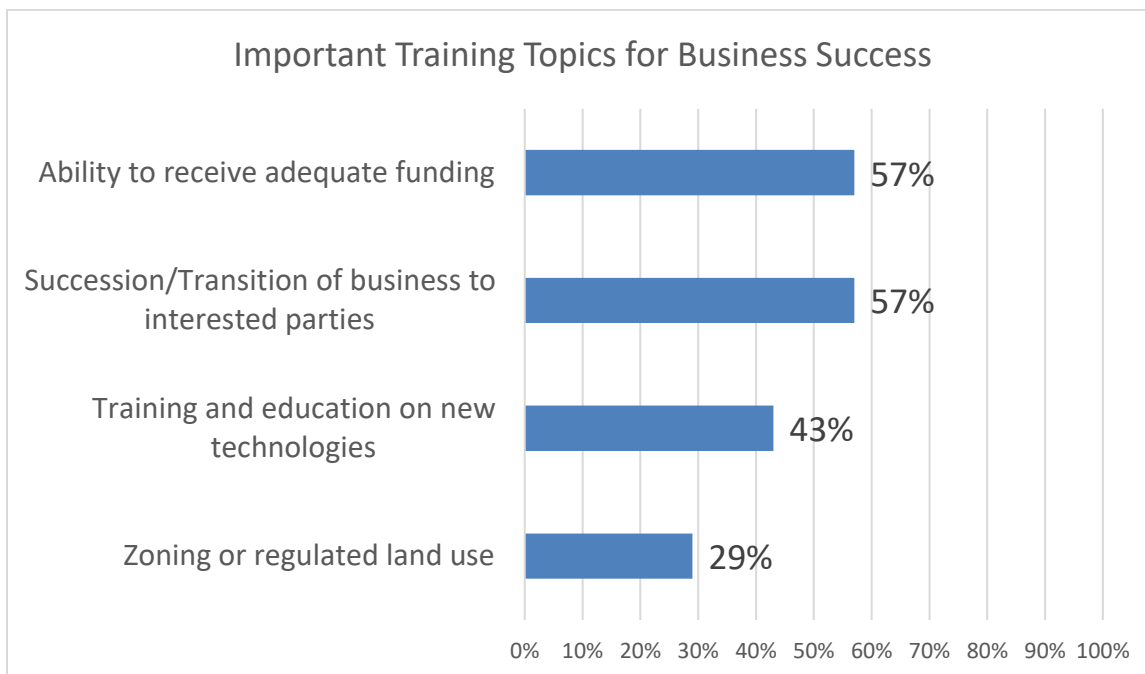


Table 5. Source: Rowan County Agribusiness Survey 2022

Rowan County Agribusiness leaders also identified several challenges and threats for farms and forests:

- Threat from housing development, industrial expansion, and urbanization takes farmland out of production.

- Lack of qualified labor force.
- Lack of agricultural education among non-farm citizens and elected officials. Increasingly, the general public doesn't know where their food comes from, nor do they understand how food is produced.
- The cost of new agricultural technology, while necessary for efficiency, is squeezing profit margins for farmers.
- The lack of succession planning among farmers and land owners.

Rowan County Agribusiness leaders identified the following opportunities:

- More young people becoming involved in agriculture
- Quality of Vocational Agriculture and 4-H Youth Development
- Agritourism expansion
- Small farms- Local foods movement
- New technologies available in agriculture

Agribusiness enterprise owners recognize the value of farming to the economy and environment of Rowan County. Opportunities are limitless for developing new agricultural markets.

Non-Farm Resident Survey and Interview Analysis

Rowan County is home to people of diverse backgrounds. Some have lived in Rowan County their whole lives and others have chosen to relocate or retire in the county. The survey respondents represent an unbiased perspective of agriculture in the county. The majority (74%) that participated in the survey have lived in Rowan 20 years or more. Seventy-eight percent have lived near a farm or forest operation, with 60 percent currently living within one-quarter mile of a farm or timber operation. A positive result of this close relationship with agriculture is that 95 percent stated that farmers are good neighbors. With this in mind, 80 percent have not experienced a problem with their farm or forest neighbor.

When problems have arisen, the respondents listed the following:

- Slow moving vehicles
- Pesticide use
- Manure application
- Odors
- Timber harvest

When asked about the state of agriculture as a viable industry in Rowan County, 52% percent of respondents felt that farming is holding its own and has some potential for future growth. Thirty-two percent thought agriculture is an expanding industry with significant growth potential. Sixteen percent said that agriculture has no potential for future growth in Rowan County.

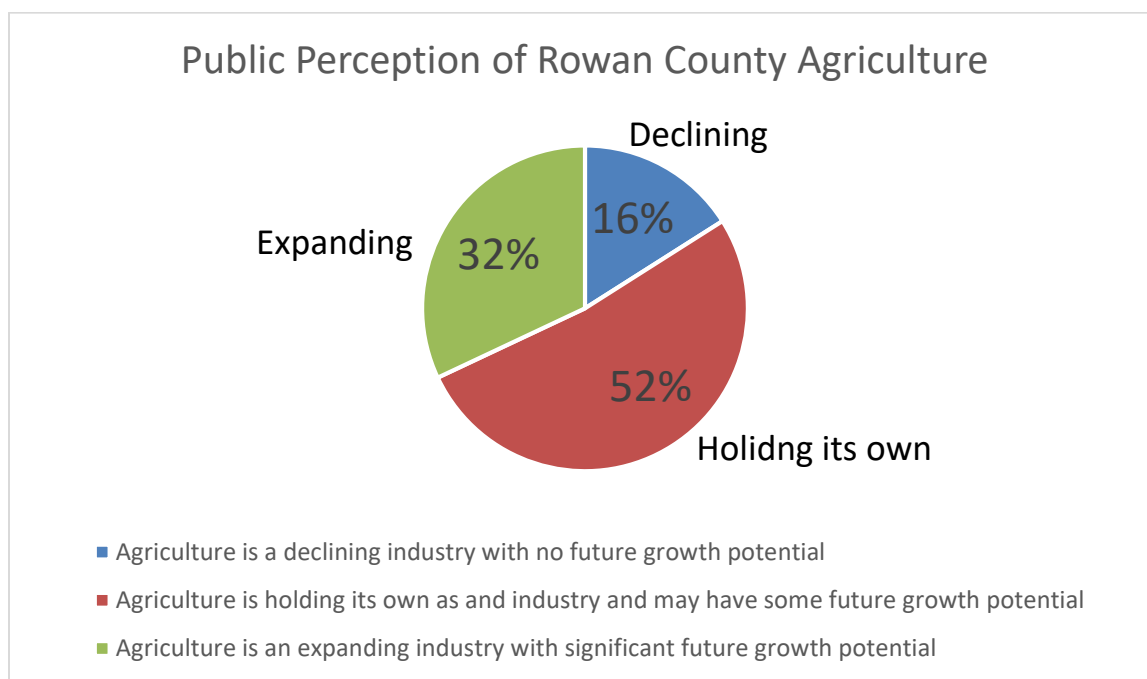


Figure 9. Source: Rowan Non-Farm Residents Survey 2022

Rowan County non-farm residents have a good understanding of the economic impact of the entire agricultural sector on the county's economy (Figure 9). The agricultural industry had a total economic impact of \$427,357,418 to Rowan County in 2008 according to Mike Walden's Agriculture and Agribusiness in Rowan County report⁸¹.

Ninety-six percent of surveyed non-farm residents felt that Rowan County should take steps to help preserve farms and forests. Ninety-four percent of respondents reported that they support local farming by purchasing local produce from farmers markets; pick-your-own operations, and roadside stands. Eighty-nine percent of non-farm residents say that they purchase plants from local greenhouses and nurseries. Additionally, 58 percent have participated in agritourism activities such as corn mazes, pumpkin patches and hayrides.

The statistics below reveal non-farm residents agreement or disagreement with statements about agriculture in the Rowan County.

- 98 percent agreed farms and forests enhance scenic beauty and open space
- 94 percent agreed farmers are good neighbors
- 99 percent agreed that local farmers deliver high quality products
- 92 percent agreed that farming has a positive impact on the environment
- 80 percent stated that farming and agribusiness are high technology businesses
- 68 percent agreed farming presents a good career for enterprising people
- 95 percent agreed that agriculture and forestry as viable career opportunities
- 89 percent stated that tax breaks for farmers are important
- 99 percent would support farm and forest preservation efforts in the county
- 95 percent would support the use of government funds for farm and forest development

These statements clearly illustrate that non-farm residents surveyed have a positive image of agriculture in the county.

Personal interviews with non-farm residents substantiated the finding in the surveys. The interviewees were 100 percent in support of farmland preservation efforts in Rowan County and were in favor of using local government funding to ensure policies and programs that encourage the preservation of agriculture.

The following statements from non-farm residents in Rowan County revealed the following threats:

- Expansion of housing developments, subdivisions
- Urban sprawl
- Solar farms
- Increasing value of developed land as opposed to the value of agricultural land
- Farmland being sold for development
- Age of farmers
- Younger generation not continuing to farm, selling land for development
- Lack of county support for agriculture
- High input costs
- No incentives or grants to start a farm
- Logging/deforestation
- Wildlife habitat destruction
- Government regulations and taxes
- Lack of understanding of the importance of agriculture among elected officials and general public

Potential opportunities as seen by non-farm residents:

- Specialty farming
- Produce farming
- Educational opportunities in schools, FFA and 4-H
- Roadside markets
- Good farm land
- Multiple generational farming
- Forest stewardship and expansion
- Tourism from Charlotte and Winston-Salem
- Close proximity to major highways for shipping
- More educational opportunities for public and public officials
- More careful thought when rezoning farmland
- Agritourism
- Buying local foods
- Distilleries, breweries and wineries
- Land trusts to preserve present farmland

Non-farm residents value Rowan County agriculture and are in favor of preserving and enhancing this vital economic sector. Housing development is the greatest threat to loss of farmland perceived by non-farm residents. It is critically important to have a citizenry and elected officials that are supportive of the preservation of the agricultural industry.

Recommendations

The major result of the Rowan County Working Agricultural Lands Plan is a set of recommendations with action steps that, when implemented, will bring about desired change. These steps are based on input from citizens affected by the plan as well as other agricultural sources. The following recommendations are extrapolated from data obtained through interviews and surveys of Rowan County farmers, agribusinesses and citizens and data from USDA and NCDA&CS.

For this plan to be effective, Rowan County citizens, leaders, agencies and organizations must follow through with support and collaboration of these recommendations. This plan needs to be evaluated annually to remain up-to-date and viable. The annual update will ensure that recommendations are being accomplished and new ones are added as needed. Following are the recommendations that can be used to maintain and enhance agricultural working lands in Rowan County.

Recommendation One: Support Measures to Protect and Promote Working Forest and Farmland in Rowan County.

Endorsement, certification and advocacy of the Rowan County Working Agricultural Lands Plan are critical to protecting and enhancing agriculture in the county. Once the plan is endorsed by the Rowan County Board of Commissioners and certified by the North Carolina Department of Agriculture and Consumer Services, the county will receive priority status for funding from the NCDA&CS's Agricultural Development and Farmland Preservation Trust Fund for agricultural projects. Though residents largely support agriculture, added education and understanding is needed. County officials should be continually informed of agricultural information affecting Rowan County.

Utilization of the Cost of Community Services Study (COCS) to increase awareness and guide leadership as development of working lands are considered. Most communities fail to realize that saving land saves money. While residents demand expensive public services and infrastructure, privately-owned working lands enhance community character and quality of

life without requiring significant public expenditures. Their fiscal contributions typically are overlooked, but like other commercial and industrial land uses, agricultural (farm, ranch and forest) lands generate surplus revenues that play an essential role in balancing community budgets. This, perhaps, is the most important lesson learned from Cost of Community Services (COCS) studies.

COCS studies provide a baseline of information to help local officials and citizens make informed land use decisions. They offer the benefit of hindsight to see the effect of development patterns to date. They also demonstrate the fiscal importance of privately owned land in farm and forest uses.

The threat expressed by all target audiences included housing and commercial development pressures. Development causing land prices to increase makes it hard for farmers to hold on to existing farmland. An additional threat is a lack of understanding among non-farm residents as to the importance of agriculture to the economy and culture of Rowan County. One respondent stated that local leaders and residents don't fully understand the economic impact of agriculture and forestry to the county and the region. The Working Agricultural Lands Plan and Rowan County Cost of Community Services Study are tools that can assist in reducing these threats if used as tools for preservation of working lands. These and other tools exist which can be of assistance to local leaders as planning and development occurs. Utility of tools may not eliminate the spread of development in Rowan County, but they can contribute to the awareness of the importance of farms and forests to the economic stability of the county and a need for balanced development.

Action Steps:

- Present the Rowan County Working Agricultural Lands Plan to the Board of Commissioners for endorsement and submit to NCDA&CS for certification.

Timeline: February 20, 2023, 6 pm Rowan County Board of Commissioners meeting.

- Annually review the plan for progress and addition/adjustment of any needed recommendations.

Timeline: 2023 and annually thereafter.

- Encourage the Rowan County Board of Commissioners to authorize a COCS for Rowan County. County Commissioners, developers, and planners can utilize and evaluate the results of the COCS for Rowan County and the impact of their decisions on the future land use in the county.

Timeline: 2024 apply for ADFP funds for COCS funds.

- Utilize all available media outlets to inform county leadership and the public about the plan's progress and success.

Timeline: ongoing.

- Develop and implement an educational program for farmers and landowners regarding available farmland preservation tools and incentives suited for Rowan County.

Timeline: 2023-2024.

- Continue to educate landowners and farmers as to the benefits of the Present Use Value Taxation Program. Continue to encourage and assist with enrollment and ensure all eligible landowners enroll.

Timeline: November 2022, Spring 2023, annually afterwards

- Encourage local government, economic developers, land developers, planners, and the North Carolina Department of Transportation to work with the Rowan County Agricultural Advisory Board to engage with one another and share information about county projects that impact agricultural production.

Timeline: 2023 – collaborate with Planning and Zoning board.

Responsible Parties:

The Rowan County Working Agricultural Lands Committee, Rowan Cooperative Extension, Rowan Soil and Water Conservation District, Rowan Natural Resource Conservation Service, North Carolina Forest Service, Rowan County Planning and Development Department, Rowan Economic Development Commission, Rowan County Board of Commissioners, Three Rivers Land Conservancy, Farm Service Agency, Rowan Farm Bureau Young Farmers Group, Rowan Farm Bureau.

Recommendation Two: Educate Landowners on the Benefits of Enrolling in Conservation Easement Programs to Keep Land Available for Agricultural Uses.

A conservation easement is a written agreement between a landowner and a qualified conservation organization or public agency and to restrict subdivision, non-farm development and other uses that are incompatible with commercial agriculture. For donated land, landowners can qualify for federal income tax deduction and a state income tax credit. A conservation easement can be sold by the landowner through Purchase of Development Rights or Purchase of Agricultural Conservation Easement programs. North Carolina and the federal government have limited funds for these programs. The development of local financial resources can attract more landowners to place farm and forestland in conservation easements.

Action Steps:

- Develop local funding through government and private sources to augment state and federal funds to entice landowners to participate in conservation easement funding.

Timeline: 2023 - Soil and Water District investigate outside sources of funding.

- Design and implement a marketing plan to educate landowners on the benefits of conservation easement as a land preservation tool.

Timeline: 2023 - partner with tourism to develop a marketing plan.

- Appropriate agency staff will encourage and assist landowner with the understanding and enrollment in conservation easement programs.

Timeline: 2023.

Responsible Parties:

Rowan Soil and Water Conservation District, Rowan Cooperative Extension, Rowan Working Agricultural Lands Committee, Rowan Farm Bureau Board, USDA Farm Service Agency, Natural Resources Conservation Service, Rowan County Tax Office, Rowan County Register of Deeds, and the Rowan County Board of Commissioners, Three Rivers Land Trust, Carolina Farm Credit, James River John Deere, Rowan County Tourism Board.

Recommendation Three: Expand Voluntary Agricultural District (VAD) and Enhanced Voluntary Agricultural District (EVAD) Programs

Rowan County has 332 farms and 11,000 acres enrolled in Voluntary Agricultural Districts and 41 farms and 1,818 acres enrolled in Enhanced Voluntary Agricultural Districts.

Action Steps:

- The Rowan County Working Agricultural Lands Committee will provide leadership in promoting Rowan County VAD and EVAD ordinances.
Timeline: Spring 2023.
- Design and implement a marketing plan using all available media to educate farmers, landowners, developers and realtors as to the benefits of the VAD ordinance.
Timeline: Spring 2023.
- Have appropriate agency staff encourage and assist landowners with understanding and enrolling in VAD and EVAD.
Timeline: Winter 2022-2023.

Responsible Parties:

Rowan County Working Agricultural Lands Committee, Rowan County Cooperative Extension, Rowan County Soil and Water Conservation District, Rowan County Farm Bureau Board, Rowan County Tax Office, Rowan County Register of Deeds, Rowan County Planning and Development Department and the Rowan County Board of Commissioners, Rowan Ag Advisory Board, Three Rivers Land Trust, Rowan County Tourism Board.

Recommendation Four: Develop and Conduct Programs to Assist Rowan County Farm and Forest Landowners with Farm Transition Planning.

The average age of farmers in Rowan County was 57.1 years in 2017. According to surveyed farmers, more than 63 percent do not have farm transition plans. Additionally, interviews with farm lending authorities showed lack of farm transition planning as a leading concern about the future of agriculture in the area. Sixty-five percent of farmers surveyed indicated a

willingness to train an intern/young farmer with their farming operation to encourage the next generation to enter production agriculture.

Action Steps:

- Plan and conduct a series of workshops that use a variety of specialists and agencies to provide information on farm transition and estate planning.
Timeline: Nov. 30, 2022- ongoing.
- Develop an apprenticeship program in which young farmers work with experience producers to learn more about agricultural production and gain more knowledge about transition opportunities.
Timeline: 2024 - research and implement successful models.
- Support the Rowan County Farm Bureau Young Farmers and Ranchers organization with information on the importance of farm transitions.
Timeline: ongoing.
- Identify farmers willing to investigate innovative strategies for farm transition with beginning farmers.
Timeline: 2023

Responsible Parties:

The Rowan County Agricultural Working Agricultural Lands Committee, Rowan County Cooperative Extension, Rowan County Farm Bureau Board, Carolina Farm Credit, University of Mount Olive Lois G. Britt Agribusiness Center, Local attorneys, agricultural economic specialists, Boots on Ground, NC Farm School.

Recommendation Five: Promote Appreciation and Awareness of the Benefits of Agriculture to Rowan County Elected Officials and Citizens.

Today, the majority of the general population is removed from farming and agribusiness. The public needs to understand the importance of agriculture to the local economy. Additionally, non-farm residents need to appreciate where food and fiber is produced. Respondents surveyed and interviewed voiced concerns that agriculture was not adequately represented on local governing bodies. Understanding agriculture will provide stronger relationships

between producers and consumers as well as additional support for local farms.

Action Steps:

- Conduct a Cost of Services plan for Rowan County to show the economic impact of development versus agricultural production.
Timeline: 2024-2026 as referenced in Recommendation one.
- Develop a comprehensive agriculture awareness plan and determine all feasible delivery methods such as social media, speakers' bureau, print and broadcast media.
Timeline: 2024.
- Continue annual Rowan County agricultural promotion events and tours to promote diverse operations including forestry, row crop farming, animal production, road-side markets, wine and beer production, specialty crops and agritourism.
Timeline: 2023 ongoing.
- Develop presentations that show the role of agriculture in Rowan County to be shared with civic, school and religious organizations.
Timeline: Fall 2023.
- Expand and promote events that highlight local foods.
Timeline: 2022 meat suite, 2023 Visit NC Farms App.
- Involve 4-H and FFA members in the promotion of agriculture by conducting a VAD sign design contest.
Timeline: 2023.

Responsible Parties:

Rowan County Cooperative Extension, Rowan County Farm Bureau Board, Rowan County Grange, Rowan-Salisbury Public School System, Rowan County Chamber of Commerce, Catawba College, Livingstone College, Rowan Cabarrus Community College, Rowan County Tourism, Rowan County Chamber Agriculture Committee.

Recommendation Six: Promote, Expand and Support Youth Agricultural Education Programs.

Agribusiness leaders, farmers, and non-farm residents were all in favor of youth agricultural education as a vital component to ensure the future of Rowan County agriculture.

Action Steps:

- Encourage youth to participate in all agricultural organizations such as FFA and 4-H in order to develop leadership skills and engage in agricultural experiences.
Timeline: 2023 on going.
- Support teacher training for expansion of NC Farm Bureau's Ag in the Classroom curriculum for primary and elementary students.
Timeline: EFNEP position funded 2024, 4H curriculum program assistant 2025-26.
- Work with funders, both public and private, to provide needed resources for 4-H and FFA programs.
Timeline: 2024.
- Promote agriculture as part of the STEM (Science, Technology, Engineering and Math) initiative in the public school system.
Timeline: 2023 on going.

Responsible Parties:

Rowan County Cooperative Extension, Rowan County Farm Bureau Board, Rowan County Grange, Rowan-Salisbury Public School System, Salisbury Academy, Faith Charter Academy, Essie Mae Charter School, Henderson Alternative High School, North Hills Christian, Sacred Heart, Yadkin Path Montessori, Rowan County Home School Association, Catawba College, Livingstone College, Rowan Cabarrus Community College, Novant, Rowan County Health Department, Healthy Rowan.

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Appendices

Appendix 1: Rowan County Voluntary Agricultural District Ordinance

Chapter 8.5 - FARMLAND PRESERVATION^[1]

Footnotes:

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Editor's note—An amendment adopted Mar. 7, 2011, amended ch. 8.5 in its entirety to read as herein set out. Former ch. 8.5 pertained to the same subject matter and derived from ordinances adopted July 19, 1990; Apr. 6, 1995; Sept. 7, 2004, and an amendment of Aug. 6, 2007.

Cross reference— Administration, Ch. 2; soil erosion and sedimentation, Ch. 18; hazardous, infectious and low-level radioactive waste, § 19-101 et seq.; zoning, Ch. 21.

State Law reference— Authority to adopt, G.S. 106-735—106-743.

ARTICLE I. - IN GENERAL

Sec. 8.5-1. - Purpose.

The purpose of this chapter is to promote agricultural values and the general welfare of the county and more specifically, increase identity and pride in the agricultural community and its way of life; encourage the economic and financial health of agriculture, horticulture and forestry.

(Amend. of 3-7-11)

Sec. 8.5-2. - Authority.

This chapter is adopted under the authority and provisions of G.S. 106-735 through 106-743 and 153A-121 thru 153A-122.

(Amend. of 3-7-11)

Sec. 8.5-3. - Definitions.

The following are defined for the purposes of this chapter:

Board shall mean the county agricultural advisory board established under state law.

Chairman shall mean the chairman of the county agricultural advisory board.

District shall mean voluntary agricultural district (VAD) as established in this chapter.

Enhanced district shall mean an enhanced voluntary agricultural district (EVAD) as established by this chapter.

Farmer shall mean, for the purposes of this chapter, an individual actively engaged in the operation, production or managing of agricultural land, forestland, or horticultural land as defined in G.S. 105-277.2.

Nuisance shall mean an action that is injurious to health, indecent, offensive to the senses, or an obstruction to the free use of property.

(Amend. of 3-7-11)

Cross reference— Rules of construction and definitions, § 1-3.

Secs. 8.5-4—8.5-20. - Reserved.

ARTICLE II. - AGRICULTURAL ADVISORY BOARD

Sec. 8.5-21. - Created.

A county agricultural advisory board, to consist of five (5) members appointed by the board of commissioners, is hereby established.

(Amend. of 3-7-11)

Sec. 8.5-22. - Membership.

- (a) Requirements. Each board member shall be a county resident. Three (3) of the five (5) members shall be actively engaged in farming and shall be selected from the names of individuals submitted to the board of commissioners by the soil and water conservation district, the cooperative extension advisory council, the farm service agency or by application to the board of commissioners.
- (b) Tenure. The members are to serve for terms of three (3) years, except that the initial board is to consist of one (1) appointee for a term of one (1) year, two (2) appointees for terms of two (2) years, and two (2) appointees for terms of three (3) years. Thereafter, all appointments are to be for a maximum of two (2) three-year terms or until replacement has been appointed.
- (c) Vacancies. Any vacancy on the agricultural advisory board is to be filled by the board of commissioners for the remainder of the unexpired term.
- (d) Removal for cause. Agricultural advisory board members may be removed by the board of commissioners at any time for failure to attend twenty-five (25) percent or three (3) consecutive meetings within any twelve-month period (excepting excused absence) or for any other good cause related to performance of duties or when no longer actively engaged in farming during tenure for those appointed as a farming representative pursuant to subsection 8.5-22(a).

(Amend. of 3-7-11)

Sec. 8.5-23. - Funding.

Funds may be appropriated to the board to perform its duties based on approval by the board of commissioners.

(Amend. of 3-7-11)

Sec. 8.5-24. - Procedure.

- (a) Chairman. The board is to elect a chairman and vice-chairman each year at its first meeting following the appointment of new members or reappointment of existing members. The chairman shall preside over all regular or special meetings of the board. In the absence or disability of the chairman, the vice-chairman shall preside and shall have and exercise all the powers of the chairman so absent or disabled. Additional officers may be elected as needed.

- (b) Jurisdiction. The jurisdiction and procedures of the board are to be as set out herein, except that the board may adopt supplementary rules of procedure not inconsistent with this chapter or with other provisions of law.
- (c) Board year. The board will use the county fiscal year as its meeting year.
- (d) Meetings. Meetings of the board, following such notice as is required by this chapter, shall be held at the call of the chairman and at such other time as the board in its rules of procedure may specify. A called meeting will be held at least every two (2) months.
- (e) Majority vote. The concurring vote of a majority of the members of the board shall be necessary to reverse any order, requirement, decision or determination of any administrative official or agency, to decide in favor of an applicant or to pass upon any other matter on which it is required to act under this chapter.
- (f) Records. The board shall keep minutes of the proceedings showing the vote of each member upon each question or, if absent or failing to vote, indicating such fact and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the board and shall be a public record.
- (g) Administrative. Both the soil and water conservation district office and the county planning department will serve the board for recordkeeping, correspondence, application procedures under this chapter and whatever other services the board needs to complete its duties.
- (h) Decisions. All decisions will be sent to the board of commissioners for final disposition.

(Amend. of 3-7-11)

Sec. 8.5-25. - Duties.

The agricultural advisory board shall:

- (1) Review and recommend approval of applications for qualified farmland enrollment in either enhanced or voluntary agricultural districts and make recommendations concerning the establishment and modification of said districts. All decisions will be sent to the board of commissioners for final disposition.
- (2) Hold public hearings pursuant to sections 8.5-61 and 8.5-62 of this chapter.
- (3) Advise the board of commissioners on projects, programs or issues affecting the agricultural economy or activities within the county and that will affect agricultural districts.
- (4) Perform other related tasks or duties assigned by the board of commissioners.
- (5) Each district shall be assigned to a member of the board who will monitor and represent that district in all business conducted by the board. Insofar as possible, individual members will represent those districts closest to them geographically. Insofar as possible, no member will represent more than thirty (30) percent of the total number of districts in the county or thirty (30) percent of total land area.
- (6) May develop, and maintain if approved, a countywide farmland protection plan as defined in G.S. 106-744(e) for presentation and consideration to the board of commissioners.

(Amend. of 3-7-11)

Secs. 8.5-26—8.5-40. - Reserved.

ARTICLE III. - APPLICATION, CERTIFICATION OF QUALIFYING FARMLAND, ENHANCED AND VOLUNTARY AGRICULTURAL DISTRICTS

Sec. 8.5-41. - Requirements.

- (a) To secure county certification as qualifying farmland, a farm must be:
 - (1) Participating in the farm present-use-value taxation program established by G.S. 105-277.2 through 105-277.7 or is otherwise determined by the county to meet all the qualifications of this program set forth in G.S. 105-277.3.
 - (2) Managed, if highly erodible land exists on the farm, in accordance with the Natural Resource Conservation Service defined erosion-control practices that are addressed to such highly erodible land.
 - (3) The subject of a conservation agreement, as defined in G.S. 121-35, between the county and the owner of such land that prohibits nonfarm use or development of such land for a period of at least ten (10) years, except for the creation of not more than three (3) lots that meet applicable county zoning and subdivision regulations.
- (b) Voluntary agricultural districts. To form or be included in a voluntary agricultural district, a landowner may apply to the chairman for such inclusion at the same time he applies for qualifying farmland certification or at any time subsequent to receiving qualifying farmland certification:
 - (1) The purpose of voluntary agricultural districts formed by landowners shall be to encourage the economic and financial health of farming areas, to increase protection from nuisance suits, undesired nonfarm development and other negative impacts on participating farms and to increase the identity and pride in the agricultural community and its way of life.
 - (2) Requirements to participate:
 - a. An agricultural district shall consist of all qualified participating farms within a township of Rowan County.
 - b. An agreement to sustain, encourage and promote agriculture must be executed by the landowners in the district with the county and recorded with the register of deeds.
 - c. Must have plan on file with the Natural Resource Conservation Service or the United States Forestry Service.
 - (3) Landowners may apply to participate in existing districts and are encouraged to do so.
- (c) Enhanced voluntary agricultural districts (EVAD).
 - (1) The enhanced voluntary agricultural district will provide additional benefits to farmers than the current voluntary agricultural district program.
 - (2) Benefits.
 - a. The benefits applied to property included in a voluntary agricultural district pursuant to this chapter also apply to property included in an enhanced voluntary agricultural district.
 - b. Property participating in the EVAD program may receive up to twenty-five (25) percent of its gross sales from the sale of nonfarm products and still qualify as a bona fide farm that is exempt from zoning regulations under G.S. 153A-340(b).
 - c. A person who farms land that is subject to an irrevocable conservation agreement pursuant to subsection 8.5-41(c)(3) of this chapter is eligible to receive the higher percentage of cost-share funds for the benefit of that farmland under the agriculture cost share program pursuant to G.S. 143-215.74(b).
 - d. State departments, institutions, or agencies that award grants to farmers are encouraged pursuant to G.S. 106-743.4(c) to give priority consideration to any person who farms land that is subject to an irrevocable conservation agreement per subsection 8.5-41(c)(3) of this chapter.

- (3) Conservation agreement. The conservation agreement entered into between the agriculture advisory board and the landowner pursuant to G.S. 106-743.1(a)(2) shall be irrevocable for a period of ten (10) years from the date the agreement is executed. Enforcement or revocation contrary to the terms of the conservation agreement may be enforced by the provisions contained in subsections 8.5-45(a) and (b) of this chapter. At the end of its term, a conservation agreement shall automatically renew for a term of three (3) years, unless notice of termination is given in a timely manner by either party as prescribed in this chapter. The benefits outlined in subsection 8.5-41(c)(2) of this chapter shall be available to the farmland for the duration of the conservation agreement. The applicant will be provided full disclosure of the details and requirements of the program in writing thirty (30) days prior to consideration of the EVAD application by the agricultural advisory board.

(Amend. of 3-7-11)

Sec. 8.5-42. - Procedure.

- (a) To secure county certification as a qualifying farm and, if so desired by the applicant, as an agricultural district, a landowner for such certification will apply to the chairman of the agricultural advisory board. Application forms may be obtained from the chairman.
- (b) Upon receipt of an application, the chairman will forward copies immediately to:
 - (1) The local tax assessor's office.
 - (2) The local office of the Natural Resource Conservation Service of the United States Department of Agriculture for their evaluation pursuant to section 8.5-41. Such offices shall evaluate, complete and return their copies to the chairman within thirty (30) days of receipt.
- (c) Within sixty (60) days of receipt back from the local tax assessor and NRCS offices, the advisory board will meet and render a recommendation to the board of commissioners regarding the application(s). The board of commissioners will notify the applicant by mail if the real property for which certification is sought satisfies the criteria established in article II and if the land has been certified as qualifying farmland, and also as an enhanced or voluntary agricultural district, if application was so sought.
- (d) If an application is denied by the board of commissioners, the landowner may, within ten (10) days of notification of disapproval of the application, request in writing that the board of commissioners reconsider its decision. The request for reconsideration shall state the reason(s) therefore. Upon either an initial denial, if no request for reconsideration was made, or denial after reconsideration, the landowner shall have thirty (30) days from the date of notification to appeal the decision through the appropriate legal process.

(Amend. of 3-7-11)

Sec. 8.5-43. - Identification on county records.

Enhanced and voluntary agricultural districts will be marked on county maps displayed for public view in the following county offices:

- (1) Register of deeds.
- (2) Code enforcement.
- (3) Tax supervisor.
- (4) Soil and water conservation district.
- (5) Agricultural extension.
- (6) County planning.

- (7) Any other office deemed necessary by the board.
- (8) County's GIS website.

(Amend. of 3-7-11)

Sec. 8.5-44. - Public information program.

The county may take such action as it deems appropriate through the agricultural advisory board or other body or individual to encourage the formation of enhanced or voluntary agricultural districts and to further their purposes and objectives, including at a minimum a public information program to reasonably inform landowners of the farmland preservation program.

(Amend. of 3-7-11)

Sec. 8.5-45. - Revocation of conservation agreement; procedure.

Revocation by the landowner or the agricultural advisory board shall follow the procedures as prescribed below for the respective district type:

- (a) Voluntary agricultural district (VAD). By providing thirty (30) days advance written notice to the advisory board, a landowner of qualifying farmland within a VAD may request revocation of the conservation agreement or the advisory board may recommend revocation of the same conservation agreement based on noncompliance by the landowner, subject to the same provisions as contained in subsection 8.5-42(d) of this chapter. After review and decision by the board of commissioners such revocation shall result in loss of qualifying farm status and loss of eligibility to participate in a VAD. If the board of commissioners shall revoke this conservation agreement for cause, the landowner shall have the appeal rights set forth in subsection 8.5-42(d) of this chapter. Transfers of land in a VAD due to death of the landowner, sale or gift shall not revoke the conservation agreement unless the land no longer qualifies for the present-use-value taxation program or, in the event that there are water or sewer assessments held in abeyance, the new owner(s) fails to agree in writing to accept liability for those assessments in the event that the land is withdrawn either voluntarily or involuntarily from the VAD. Enforcement of the terms of a conservation agreement for land enrolled in a VAD shall be limited to revocation of the conservation agreement and the benefits derived therefrom. A notice of revocation shall be recorded in the county land record system sufficient to provide notice that the land has been withdrawn from the voluntary agricultural district program.
- (b) Enhanced voluntary agricultural district (EVAD). Conservation agreements for land within EVAD are irrevocable for a period of ten (10) years. Enforcement of the terms of the conservation agreement may be through an action for injunctive relief and/or damages in any court of competent jurisdiction. The board of commissioners may also terminate any benefits to the owner under this program either permanently or during the period of violation, as appropriate. If the board of commissioners shall revoke this conservation agreement for cause, the landowner shall have the appeal rights set forth in subsection 8.5-42(d) of this chapter. The right to terminate program benefits is in addition to any legal rights that the county may have under either this chapter or the terms of the applicable conservation agreement. The county may seek costs of the action including reasonable attorney fees if such a provision is incorporated into the conservation agreement. A notice of revocation shall be recorded in the county land record system sufficient to provide notice that the land has been withdrawn from the enhanced voluntary agricultural district program.

(Amend. of 3-7-11)

Secs. 8.5-46—8.5-60. - Reserved.

ARTICLE IV. - PUBLIC HEARINGS

Sec. 8.5-61. - Purpose.

Pursuant to G.S. 106-740, which provides that no state or local public agency or governmental unit may formally initiate any action to condemn any interest in qualifying farmland within an enhanced or voluntary agricultural district until such agency or unit has requested the local agricultural advisory board to hold a public hearing on the proposed condemnation, this article provides for such hearings.

(Amend. of 3-7-11)

Sec. 8.5-62. - Procedure.

- (a) Upon receiving a request, the agricultural advisory board shall publish notice describing the proposed action in the appropriate newspapers of the area within two (2) days of the request and will, in the same notice, notify the public of a public hearing on the proposed condemnation, to be held within fourteen (14) days of receipt of the request.
- (b) The board will meet to review:
 - (1) If the need for the project has been satisfactorily established by the agency or unit of government involved, including a review of any fiscal impact analysis conducted by the agency involved.
 - (2) Alternatives to the proposed action that are less impactful and disruptive to the agricultural activities and farmland base of the voluntary agricultural district within which the proposed action is to take place.
- (c) The board will consult with the county agricultural extension agent, U.S.D.A. Natural Resource Conservation Service personnel and planner, and may consult with any other individuals, agencies or organizations, public or private, necessary to the board's review of the proposed action.
- (d) Within ten (10) days after the public hearings, the board will make a report containing its findings and recommendations regarding the proposed action. The report will be made available to the public for comment prior to a final public hearing/decision by the board of commissioners. Following the commission's decision, the final report will be conveyed to the decision-making body of the agency proposing acquisition and/or condemnation.
- (e) Pursuant to G.S. 106-740, the county will not permit any formal initiation of condemnation action by local agencies while the proposed condemnation is properly before the advisory board within these time limitations.

(Amend. of 3-7-11)

Secs. 8.5-63—8.5-80. - Reserved.

ARTICLE V. - WAIVER OF WATER AND SEWER ASSESSMENTS

Sec. 8.5-81. - Purpose.

The purpose of this article is to help mitigate the financial impacts on farmers of some local and state capital investments unused by such farmers.

(Amend. of 3-7-11)

Sec. 8.5-82. - Procedure.

- (a) Landowner(s) belonging to enhanced or voluntary agricultural districts shall not be assessed for or required to connect to water and/or sewer systems.
- (b) Water and sewer assessments will be held in abeyance, without interest, for farms, whether inside or outside of a voluntary agricultural district, until improvements on such property are connected to the water or sewer system for which the assessment was made.
- (c) When the period of abeyance ends, the assessment is payable in accordance with the terms set out in the assessment resolution.
- (d) Statutes of limitation are suspended during the time that any assessment is held in abeyance without interest.
- (e) Assessment procedures followed under G.S. Article 9 of Chapter 153A shall conform to the terms of this chapter with respect to qualifying farms that entered into conservation agreements while such chapter was in effect.
- (f) Nothing in this section is intended to diminish the authority of the county to hold assessments in abeyance under G.S. 153A-201.
- (g) Water and sewer assessments will be conducted through Salisbury Rowan Utilities and the Rowan County Tax Assessor's office.
- (h) To the extent that this section conflicts with the terms of federal, state, or other grants under which county utility systems are constructed this section shall not apply. This section shall not apply to utilities that are not owned by the county unless the county has entered into an agreement with the entity(ies) owning the utilities and that agreement provides that this chapter shall apply.

(Amend. of 3-7-11)

Secs. 8.5-83—8.5-100. - Reserved.

ARTICLE VI. - STATE AGENCY NOTIFICATION

Sec. 8.5-101. - Purpose.

The advisory board shall consult as much as possible with the state department of agriculture, the state division of soil and water and any other entity the board deems necessary to the proper conduct of its business.

(Amend. of 3-7-11)

Sec. 8.5-102. - Procedure.

A record of the ordinance from which this chapter derives shall be recorded with the state commissioner of agriculture's office after adoption. At least once a year the county shall submit a written report to the commissioner of agriculture including the status, progress and activities of the county's farmland preservation program, including voluntary agricultural districting information regarding:

- (1) Number of landowners enrolled.
- (2) Number of acres applied.
- (3) Number of acres certified.

- (4) Number of acres denied.
- (5) Date certified.
- (6) Copies of any amendments to this chapter.

(Amend. of 3-7-11)

Secs. 8.5-103, 8.5-104. - Reserved.

ARTICLE VII. - LEGAL PROVISIONS

Sec. 8.5-105. - Severability.

If any article, section, subsection, clause, phrase, or portion of this chapter is for any reason found invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this chapter.

(Amend. of 3-7-11)

Appendix 2: Rowan County Agricultural Producer Survey

Rowan County Agricultural Producer Survey

1. Introduction

Your input is needed to create a Working Agricultural Lands Plan for Rowan County. This plan will show the current state of agriculture and forestry, outline the challenges and opportunities for agriculture and forestry that exist, and develop recommendations to help maintain family farms and forests in Rowan County. The general public, agribusinesses, producers and landowners are targeted audiences for this survey. If the comprehensive strategies are to be meaningful, they need to be shaped by the input of the farm and forest producers. Your responses will help us to understand the needs of agriculture.

Rowan County received a grant from NC Department of Agriculture's Agricultural Development and Farmland Preservation Trust Fund to create the Working Agricultural Lands Plan. The Lois G. Britt Agribusiness Center at the University of Mount Olive is directing the project.

Many challenges face agriculture such as a heightened awareness of the relationships between farm uses and other land uses. Farms and forests, when located adjacent to industries and communities, are considered "compatible use partners" and provide numerous benefits to the county and its residents. A comprehensive strategy will assist with the county's agriculture and land use policies and programs as well as develop these compatible partnerships. The Rowan County Working Agricultural Lands Plan will provide that strategy.

The intent of this plan is neither to limit nor restrict landowners' rights and uses. The plan will increase awareness of agricultural development opportunities and appreciation of agriculture and forestry. The preservation of agriculture is important to the well being of family farms as well as to the county and its economy. However, the ultimate decision of agricultural development rests in the hands of the landowners of farms and forests.

Please note that all information will be strictly confidential. Responses to the surveys will remain anonymous and are not identifiable. Your participation in this study is strictly voluntary.

Thank you for your interest and participation. If you have additional concerns or questions please contact semory@umo.edu or william.dixon@umo.edu.

Rowan County Agricultural Producer Survey

2. AGRICULTURAL PRODUCER SURVEY

You should complete this survey ONLY IF you have income in excess of \$1000 from the production of crops, livestock, or aquaculture OR if you own timberland OR if you receive income from renting farm acreage.

All information is STRICTLY CONFIDENTIAL as referenced on introduction page.

Rowan County Agricultural Producer Survey

3. CURRENT STATE OF AGRICULTURE

Please tell us the type and the size of your farm/forest enterprise(s) in the following categories.

1. Please answer each item as appropriate for your operation:

How many total acres of land do you farm within Rowan County?

Of this total acreage farmed, how many acres do you rent?

If you are a landowner who rents your land to farmers, how many acres do you rent?

How many total acres of timberland do you own within Rowan County?

Of this total, how many acres are managed for timber production?

How many acres of farm and/or forestland do you manage outside of Rowan County?

2. Help us understand more about your operations. Please select the statement that best describes your operation:

- ☐ Timber production only
- ☐ Farm production only
- ☐ Primarily timber production with some farm production
- ☐ Primarily farm production with some timber production
- ☐ Wholesale Greenhouse/Nursery Production

3. How long has your farm/forest been in operation?

- ☐ 0 to 9 years
- ☐ 10 to 20 years
- ☐ 20+ years

4. What is your age?

5. Is farming/forestry your primary occupation?

- ☐ Yes
☐ No

6. What percentage of your household income comes from your farm or forest operation?

- ☐ 0-24%
☐ 25-49%
☐ 50-74%
☐ 75-100%

7. Have you, in the past 5 years, expanded your farm or forest operations?

- ☐ Yes
☐ No

8. If you did not expand, what were the primary reasons?

(Check ALL that apply)

- | | |
|---|--|
| <input type="checkbox"/> Satisfied with current size | <input type="checkbox"/> Lack of available land to be purchased |
| <input type="checkbox"/> Age of owner/operator | <input type="checkbox"/> Lack of available land to rent |
| <input type="checkbox"/> High cost of equipment | <input type="checkbox"/> Land is available, but too close to development to farm or manage |
| <input type="checkbox"/> Lack of available equipment | <input type="checkbox"/> Lack of available labor |
| <input type="checkbox"/> Inability to obtain needed financing | <input type="checkbox"/> High cost of additional labor |
| <input type="checkbox"/> Low profit margin | <input type="checkbox"/> Personal or others reasons |
| <input type="checkbox"/> Market volatility and excessive risk | <input type="checkbox"/> Environmental or other governmental restrictions |
| <input type="checkbox"/> Other (please specify) | |

9. Do you currently own sufficient property to expand or diversify your farm/forest operation?

- ☐ Yes
☐ No

10. How much longer do you plan to operate your farm/forest?

- ☐ Less than 5 years
☐ 5 to 9 years
☐ 10 to 19 years
☐ More than 20 years

11. Of the issues listed below which do you anticipate to most influence your operation in the next five years: (Check ALL that apply)

- | | |
|---|---|
| <input type="checkbox"/> Production input costs | <input type="checkbox"/> Competition for available land |
| <input type="checkbox"/> Marketing costs | <input type="checkbox"/> Residential Housing Expansion |
| <input type="checkbox"/> Regulatory costs | <input type="checkbox"/> Industrial Expansion |
| <input type="checkbox"/> Commodity prices | <input type="checkbox"/> Export demand for products |
| <input type="checkbox"/> Available labor | <input type="checkbox"/> Local demand for products |
| <input type="checkbox"/> Affordable labor | <input type="checkbox"/> Land rental rates |
| <input type="checkbox"/> Market competition | |

12. When you retire, what do you expect to do with your farm/forestland?

- ☐ Sell to other farmers
- ☐ Transfer to family for farming
- ☐ Sell to non-farmers
- ☐ Transfer to family for non-farm use

13. Do you currently have a farm transition plan/estate plan?

- ☐ Yes
- ☐ No

14. Have you shared your thoughts of farm transition with your family members?

- ☐ Yes
- ☐ No

15. If you have forestland, do you have a written forestry management plan to follow?

- ☐ Yes
- ☐ No

16. Is your farm or forest enrolled in Rowan County's deferred present use value tax program?

- ☐ Yes
- ☐ No
- ☐ Don't know

17. If your operation is involved in the production of produce, have you obtained Good Agricultural Practices (GAP) certification for your farm to assure food safety?

- ☐ Yes
- ☐ No
- ☐ Do not grow produce

18. If you are a landowner, do you currently lease any of your property for:

(Check ALL that apply)

- ☐ Farming
- ☐ Cell Towers
- ☐ Solar Farm
- ☐ Mining/Quarry
- ☐ Hunting/Fishing
- ☐ Do Not Lease
- ☐ Other (please specify):

19. If you do lease land, how many acres do you lease?

20. Have you had neighbor problems concerning your farming or forestry operation? See Question 21

- ☐ Yes
- ☐ No

21. If you answered yes to the previous question, what was the nature of the complaint?

(Check ALL that apply)

- | | |
|---|--|
| <input type="checkbox"/> Manure application complaint | <input type="checkbox"/> Smoke or dust |
| <input type="checkbox"/> Boundary or trespassing conflict | <input type="checkbox"/> Noise complaint |
| <input type="checkbox"/> Drainage issue | <input type="checkbox"/> Slow-moving vehicle complaint |
| <input type="checkbox"/> Dumping/littering issue | <input type="checkbox"/> Chemical use or application issues |
| <input type="checkbox"/> Impact of farming on wildlife | <input type="checkbox"/> Adverse environmental impact of farming |
| <input type="checkbox"/> Other (please specify) | |

22. Please answer each question presented below:

	Yes	No
Are you aware of the Voluntary Agricultural District (VAD) and Enhanced Voluntary Agricultural District (EVAD) programs?	<input type="radio"/>	<input type="radio"/>
Do you have acreage enrolled in the VAD or EVAD Program?	<input type="radio"/>	<input type="radio"/>

4. FUTURE OF AGRICULTURE

Please answer the following questions about the future of agriculture and opportunities for agriculture.

1. Do you think local government funding should support agricultural development?

☐ Yes

☐ No

2. Do you think educating non-farming citizens about the economic and social contributions of farming/forestry will increase community support for farms/forests and improve your operating conditions?

☐ Yes

☐ No

3. Of the taxes listed below, please select the top three that you feel impose an unreasonable burden to agriculture/agribusiness.

☐ Local property tax on land

☐ Local property tax on buildings and equipment

☐ Federal income tax

☐ State income tax

☐ Federal self employment tax

☐ Federal social security and Medicaid taxes for employees (payroll taxes)

☐ State unemployment tax

☐ Estate tax

4. Do you see agritourism as an expansion/diversification opportunity for agriculture and agribusiness in Rowan County?

☐ Yes

☐ No

5. Is it important to promote agriculture and forestry as career opportunities?

☐ Yes

☐ No

6. Agriculture, horticulture, forestry and agribusiness should be taught in:

(Check ALL that apply.)

- ☐ Elementary school
- ☐ Middle school
- ☐ High school
- ☐ 4-H Youth Development
- ☐ Community college
- ☐ Colleges and Universities

7. Would you consider training an intern/young farmer within your farming operation to encourage the next generation to enter production agriculture?

- ☐ Yes
- ☐ No
- ☐ Only if monetary incentives were provided.

Rowan County Agricultural Producer Survey

5. TRAINING AND BUSINESS DEVELOPMENT

Please answer the following questions about training and business development opportunities to maintain the viability of your farm or forested land.

1. Select which of these potential trainings you would attend: (Check ALL that apply)

- ☐ Timber management
- ☐ Development of a Forestry Management Plan
- ☐ Selecting Consulting Foresters
- ☐ None of the above

2. Would you attend training on business planning such as these: (Check ALL that apply)

- ☐ Direct to Consumer Marketing of Products
- ☐ Business Website Development
- ☐ Regional Product Branding
- ☐ Identifying and Managing Risk
- ☐ Diversifying through Agritourism
- ☐ Marketing and Sales Promotions
- ☐ Forward Pricing and Hedging
- ☐ Organizing Buyer/Seller Groups
- ☐ Taxes and other Regulations

Other (please specify)

3. Would you attend training on Estate Planning and Farm/Forest Transition?

- ☐ Yes
- ☐ No

4. Would you attend training on how to apply for federal and state contracts for your products?

- ☐ Yes
- ☐ No

5. Both opportunities and threats exist for agriculture and agribusiness in Rowan County.

Please list two threats you perceive to agriculture/forestry/agribusiness in Rowan County.

Please list two opportunities that exist for agriculture/forestry/agribusiness in Rowan County.

6. Please add any additional comments you may have about agriculture and forestry in Rowan County.

6. THANK YOU!

Your time and effort on this survey will help create a Working Agricultural Lands Plan for Rowan County. This plan will provide recommendations for both short and long-term strategies to support agriculture and forestry in Rowan County. Once the plan is written, it will be presented to the county commissioners for endorsement. Once it is endorsed, it will be sent to NC Department of Agriculture for certification. When the plan is certified, the county will receive priority status for funding from NC Department of Agriculture's Agricultural Development and Farmland Preservation Trust Fund.

If you have any questions or would like more details, please contact Ed Emory at semory@umo.edu or Stan Dixon at william.dixon@umo.edu

Appendix 3: Rowan County Agribusiness Survey

1. Introduction

Your input is needed to create a Working Agricultural Lands Plan for Rowan County. This plan will contain the current state of agriculture and forestry, outline the challenges and opportunities for agriculture and forestry that exist, and develop recommendations to help maintain family farms and forests in Rowan County. The general public, agribusinesses, producers and landowners are targeted audiences for this survey. Many of Rowan County's agribusinesses are individual, independent operations with unique interests, needs and concerns. If the Rowan County Agricultural Development Plan is to be meaningful, it needs to be shaped by the input of agribusiness owners.

Rowan County received a grant from NC Department of Agriculture's Agricultural Development and Farmland Preservation Trust Fund to create a Working Agricultural Lands Plan for Rowan County . The Lois G. Britt Agribusiness Center is directing the project.

Many challenges face agriculture such as a heightened awareness of the relationships between farm uses and other land uses. Farms and forests, when located adjacent to industries, military installations and communities, are considered "compatible use partners" and provide numerous benefits to the county and its residents. A comprehensive strategy will assist with the county's agriculture and land use policies and programs as well as develop these compatible partnerships. The Rowan County Working Agricultural Lands Plan will provide that strategy.

The intent of this plan is neither to limit nor restrict landowners' rights and uses. The plan will increase awareness of agricultural development opportunities and appreciation of agriculture and forestry. The preservation of agriculture is important to the well being of family farms as well as to the county and its economy. However, the ultimate decision of agricultural development rests in the hands of the landowners of farms and forests.

Please note that all information will be strictly confidential. Responses to the surveys will remain anonymous and are not identifiable.

Your participation in this study is strictly voluntary. Thank you for your interest and participation. If you have additional concerns or questions please contact semory@umo.edu or william.dixon@umo.edu

Rowan Agricultural Business Survey

2. AGRICULTURAL BUSINESS SURVEY

Please complete this survey ONLY if you own a business that is tied to agriculture, aquaculture and/or forestry through services, trainings, products, manufacturing, processing, etc.

All information is STRICTLY CONFIDENTIAL as referenced on introduction page.

1. What type of agribusiness do you operate?

(Check ALL that apply)

- | | |
|---|---|
| <input type="checkbox"/> Feed dealer | <input type="checkbox"/> Veterinarian |
| <input type="checkbox"/> Equipment dealer | <input type="checkbox"/> Logger or forester |
| <input type="checkbox"/> Equipment repair | <input type="checkbox"/> Dairy |
| <input type="checkbox"/> Ag consultant | <input type="checkbox"/> Ag processor |
| <input type="checkbox"/> Farm supply store | <input type="checkbox"/> Landscape/horticulture |
| <input type="checkbox"/> Seed/fertilizer/lime/agri-chemical | <input type="checkbox"/> Financial/insurance |
| <input type="checkbox"/> Nursery/greenhouse | <input type="checkbox"/> Agri-Tourism/Event Venue |
| <input type="checkbox"/> Processor/distributor | <input type="checkbox"/> Winery |
| <input type="checkbox"/> Other (please specify) | |

2. How many people do you employ in Rowan County? (Please provide number of employees)

Full-time

Part-time

3. How long has this business been in operation?

- | | |
|---------------------------------|-----------------------------------|
| <input type="radio"/> 0-4 years | <input type="radio"/> 10-20 years |
| <input type="radio"/> 5-9 years | <input type="radio"/> 20+ years |

4. Approximately what percentage of your business comes from the farm/forest community?

- ☐ 0 to 24%
- ☐ 25 to 49%
- ☐ 50 to 74%
- ☐ 75 to 100%

3. OVERVIEW OF LAST FIVE YEARS

Please help us understand what has occurred in your business in the LAST five years.

1. Have you increased your operation size in the last five years?

☐ Yes

☐ No

2. Have you added service area to hold or expand your market share in the last five years?

☐ Yes

☐ No

3. Have you increased agricultural inventories and sales in the last five years?

☐ Yes

☐ No

4. If you have NOT expanded in the last 5 years what are the primary reasons?

(Check ALL that apply)

☐ Satisfied with current size

☐ Low profit margins

☐ Loss of market share

☐ Declining agricultural sales

☐ Lack of labor supply

☐ Lack of room to expand

☐ Age of owner

☐ Regulatory obstacles

☐ Lack of financial capital

☐ Receivables collection problems

☐ Other (please specify)

4. OVERVIEW OF NEXT FIVE YEARS

Please help us understand what you foresee for your business in the NEXT five years.

1. Do you expect to increase your operation size in the next five years?

☐ Yes

☐ No

2. Do you expect to increase the number of employees at your place of business in the next five years?

☐ Yes

☐ No

3. Do you expect to add new product lines or services for farm/forestry operators in the next five years?

☐ Yes

☐ No

4. Do you expect to add new product lines or services for non farmers in the next five years?

☐ Yes

☐ No

5. TRENDS IN AGRICULTURE

1. What agricultural trends have you observed in Rowan County?

(Check ALL that apply)

- | | |
|---|--|
| <input type="checkbox"/> A change to new types of farms | <input type="checkbox"/> A shift to more sophisticated farm operations |
| <input type="checkbox"/> More small farms | <input type="checkbox"/> More part-time farms |
| <input type="checkbox"/> Fewer small farms | <input type="checkbox"/> More specialty and direct market operations |
| <input type="checkbox"/> More large farms | <input type="checkbox"/> More diversification |
| <input type="checkbox"/> Fewer large farms | <input type="checkbox"/> No significant changes |
| <input type="checkbox"/> Other (please specify) | |

2. Based on what you have observed, will you modify your business to adapt to these trends?

- ☐ Yes
- ☐ No

3. If yes, what modifications will you make?

6. THE FUTURE OF AGRICULTURE

1. Is transition/estate planning an issue facing agribusinesses in Rowan County?

☐ Yes

☐ No

2. Do agribusiness owners need assistance with transition/estate planning?

☐ Yes

☐ No

3. Is it important that agriculture and agribusinesses be promoted as career opportunities?

☐ Yes

☐ No

4. Is it important to have neighbor and/or community education about the importance of agriculture and agribusiness in Rowan County?

☐ Yes

☐ No

5. Do you have labor issues at your business?

☐ Yes

☐ No

6. If you answered yes to the above question, what issues do you face? (Check all that apply)

☐ Lack of qualified staff

☐ Lack of training opportunities for staff

☐ Lack of capital to hire staff

☐ Unable to provide required benefits such as health insurance, employment taxes, etc.

☐ Other (please specify)

7. Is there a need for consumer education on the economic impact of buying "local" in Rowan County?

☐ Yes

☐ No

8. Is there a need for youth agriculture education to be taught in the schools of Rowan County?

☐ Yes

☐ No

9. Do you see agritourism as an expansion/diversification opportunity for agriculture/agribusiness in Rowan County?

☐ Yes

☐ No

10. For your business to succeed, what topics are most important to you?
(Check ALL that apply)

☐ Ability to receive adequate financing to maintain/expand business

☐ Succession/transition of the business to interested parties

☐ Training and education on new technologies that are being developed for agriculture/forestry

☐ Zoning or Regulated Land Use

☐ Other (please specify)

11. Would you support county government funding of agricultural preservation?

☐ Yes

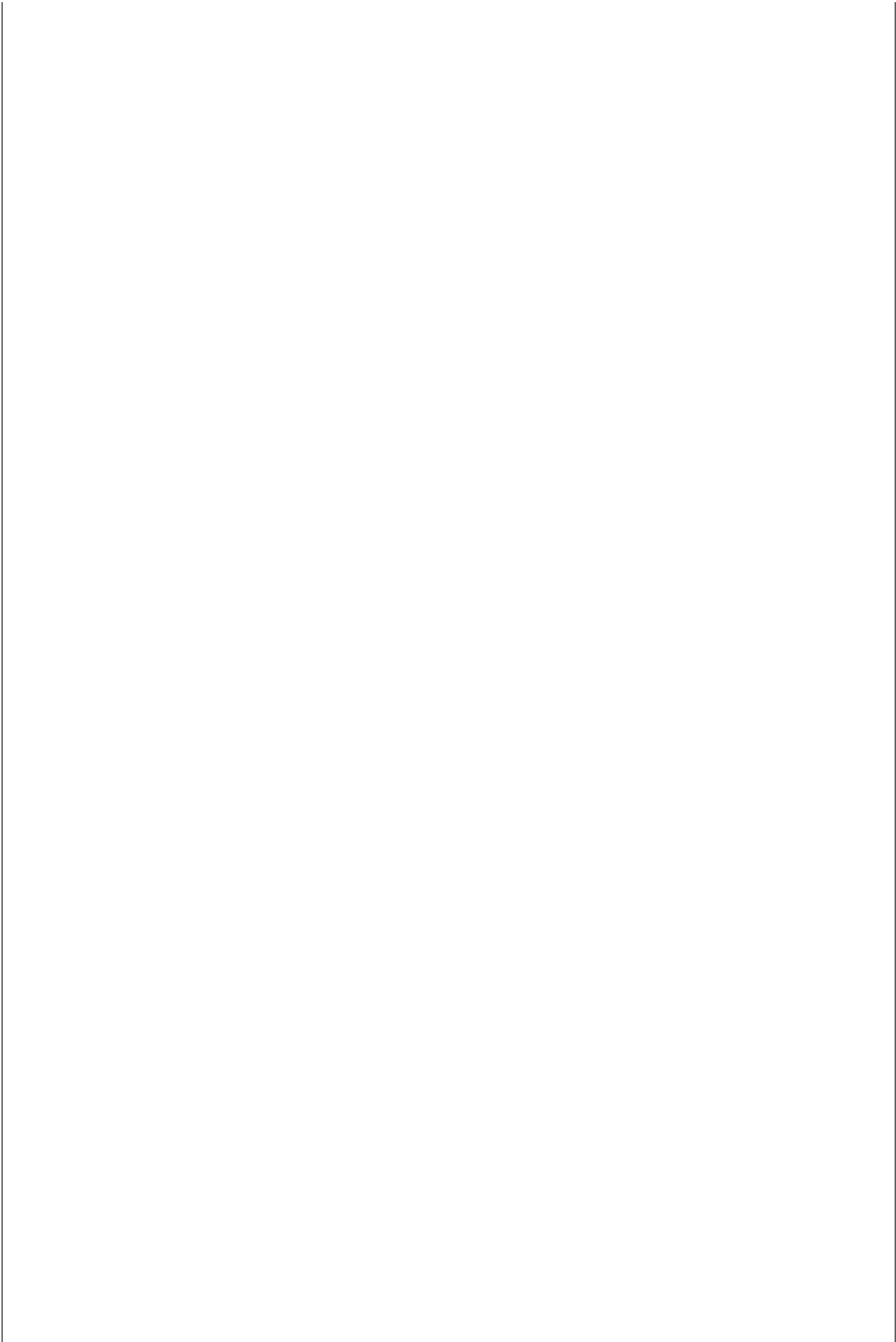
☐ No

12. Both opportunities and threats exist for agriculture and agribusiness in Rowan County.

Please list two threats to agriculture/forestry/agribusiness.

Please list two opportunities that exist for agriculture/forestry/agribusiness.

13. Please add any additional comments you may have about agriculture and forestry in Rowan County.



7. THANK YOU!

Your time and effort on this survey will help create a Working Agricultural Lands Plan for Rowan County. This plan will provide recommendations for both short and long-term strategies to support agriculture and forestry in Rowan County. Once the plan is written, it will be presented to the county commissioners for endorsement. Once it is endorsed, it will be sent to NC Department of Agriculture for certification. When the plan is certified, the county will receive priority status for funding from NC Department of Agriculture's Agricultural Development and Farmland Preservation Trust Fund.

If you have any questions or would like more details, please contact Ed Emory at semory@umo.edu or Stan Dixon at william.dixon@umo.edu

Appendix 4: Rowan County Non-Farm Resident Survey

1. Introduction

Your help is needed to create a Working Agricultural Lands Plan for Rowan County. This plan will contain the current state of agriculture and forestry, outline the challenges and opportunities for agriculture and forestry that exist, and develop recommendations to help maintain family farms and forests in Rowan County. The general public, agribusinesses, producers and landowners are targeted audiences for this survey. Non-farm resident participation is essential to ensure that views on open space, values placed on farms and forests, and impacts of development are part of the plan.

The word "agriculture" in this survey refers to farms (row crops, livestock, fruits/vegetables, flowers/plants, aquaculture) and forests.

Rowan County received a grant from NC Department of Agriculture's Agricultural Development and Farmland Preservation Trust Fund to create the Rowan County Working Agricultural Lands Plan. The Lois G. Britt Agribusiness Center at the University of Mount Olive is directing the project.

Many challenges face agriculture such as a heightened awareness of the relationships between farm uses and other land uses. Farms and forests, when located adjacent to industries, military installations and communities, are considered "compatible use partners" and provide numerous benefits to the county and its residents. A comprehensive strategy will assist with the county's agriculture and land use policies and programs as well as develop these compatible partnerships. The Rowan County Working Agricultural Lands Plan will provide that strategy.

The intent of this plan is neither to limit nor restrict landowners' rights and uses. The plan will increase awareness of agricultural development opportunities and appreciation of agriculture and forestry. The preservation of agriculture is important to the well being of family farms as well as to the county and its economy. However, the ultimate decision of agricultural development rests in the hands of the landowners of farms and forests.

Please note that all information will be strictly confidential. Responses to the surveys will remain anonymous and are not identifiable. Your participation in this study is strictly voluntary.

Thank you for your interest and participation. If you have additional concerns or questions please contact semory@umo.edu or william.dixon@umo.edu.

Rowan County Non-Farm Resident Survey

2. Non-Farm Resident Survey

Please DO NOT complete this survey if you are a farmer/timberland owner OR if you receive income from renting land for farming OR if you own a business primarily dependent on farm and timber customers. These individuals will be surveyed separately.

All information is STRICTLY CONFIDENTIAL as referenced in the introduction.

1. Please tell us, by town and/or community, where you live in Rowan County:

2. How long have you lived in Rowan County?

- ☐ <5 years ☐ 5 to 9 years ☐ 10 to 14 years ☐ 15 to 19 years ☐ 20+ years

3. Please answer each question below:

	Yes	No
Have you ever lived near a farm or timber operation?	<input type="radio"/>	<input type="radio"/>
Have you ever owned or operated a farm or timber operation?	<input type="radio"/>	<input type="radio"/>
Do you live near (within 1/4 mile) of a farm or timber operation?	<input type="radio"/>	<input type="radio"/>
If yes, is that farmer or land owner a good neighbor?	<input type="radio"/>	<input type="radio"/>

4. When was the last time that you visited a farm or timber operation?

- ☐ Within the last year ☐ More than 10 years ago
☐ Within last 2 to 9 years ☐ Never

5. Which statement best represents your view of Rowan County agriculture?

- ☐ Agriculture is a declining industry with no future growth potential
☐ Agriculture is holding its own as an industry and may have some future growth potential
☐ Agriculture is an expanding industry with significant future growth potential

6. Can you estimate the size of Rowan County's agricultural industry?

- ☐ Less than \$10 million ☐ \$100 million to \$300 million
☐ \$10 million to \$99 million ☐ Over \$300 million

7. Do you feel that Rowan County should take steps to help preserve farms and forests?

- ☐ Yes ☐ No ☐ Not sure

8. How do you support the agricultural economy of Rowan County? (Check ALL that apply)

- ☐ I buy local produce at Farmers Markets, Pick-Your-Own farms, roadside stands, etc.
- ☐ I buy plants from local nurseries and greenhouses.
- ☐ I participate in agritourism activities such as corn mazes, pumpkin patches, hay rides, etc.
- ☐ I lease farm land to farmers
- ☐ I buy meat from local producers
- ☐ I lease farmland and forest land for hunting and fishing
- ☐ I don't support the agricultural economy in Rowan County
- ☐ Other (please specify)

9. Have you ever experienced problems with a farm or forest neighbor regarding any of the following? (Check ALL that apply)

- | | | |
|---|---|---|
| <input type="checkbox"/> No problem | <input type="checkbox"/> Slow-moving vehicles | <input type="checkbox"/> Boundary/trespass issues |
| <input type="checkbox"/> Noise | <input type="checkbox"/> Drainage issues | <input type="checkbox"/> Fencing/loose cattle |
| <input type="checkbox"/> Odors | <input type="checkbox"/> Pesticide use | <input type="checkbox"/> Crop dusting |
| <input type="checkbox"/> Smoke/Dust | <input type="checkbox"/> Timber Harvest | |
| <input type="checkbox"/> Manure application | <input type="checkbox"/> Irrigation | |
| <input type="checkbox"/> Other problems such as dogs, personal, etc. (please specify) | | |

10. If you had problems with a farm or forest neighbor, how did you resolve them?

- ☐ Called authorities
- ☐ Contacted the producer/landowner
- ☐ Mediation
- ☐ Nothing

11. When you dealt with the above issues, how did you feel about the resolution?

- ☐ I gained a better understanding of why the landowner/producer did the activities that upset me initially.
- ☐ The issue was not resolved
- ☐ Litigation was pursued
- ☐ I still do not understand why that activity is necessary

12. Please tell us whether you agree or disagree with the following statements: (PLEASE SELECT A RESPONSE FOR EACH ITEM PRESENTED).

	Agree	Disagree	Not Sure
Farms and forests enhance the scenic beauty and open space of Rowan County	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Farmers are good neighbors	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Local farmers deliver generally high-quality products	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Farming is positive for the environment	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Tax breaks for farmers are important	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Agriculture and farming are high-technology industries	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The price of most farm food commodities is relatively low	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Farming presents a good career for enterprising persons	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Agriculture and forestry should be promoted as viable career opportunities	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

13. Would you support farm and forest preservation efforts in Rowan County?

- ☐ Yes
☐ No

14. Would you support the use of county government funds for farm and forest preservation?

- ☐ Yes
☐ No

15. Both opportunities and threats exist for agriculture and agribusiness in Rowan County.

What are two threats to agriculture/forestry/agribusiness that you see in Rowan County?

What are two opportunities that exist for agriculture/forestry/agribusiness in Rowan County?

16. Please add any additional comments you may have about agriculture and forestry in Rowan County.

3. Thank you!

Your time and effort on this survey will help create Rowan County Working Agricultural Lands Plan. This plan will provide recommendations for both short and long-term strategies to support agriculture and forestry in Rowan County. Once the plan is written, it will be presented to the county commissioners for endorsement. Once it is endorsed, it will be sent to NC Department of Agriculture for certification. When the plan is certified, the county will receive priority status for funding from NC Department of Agriculture's Agricultural Development and Farmland Preservation Trust Fund.

If you have any questions or would like more details, please contact Ed Emory at semory@umo.edu or Stan Dixon at william.dixon@umo.edu

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Debbie Gannon, Department of Transportation
DATE: 2/20/23
SUBJECT: Partial Road Abandonment - Carter Loop Road

Please see the attached request for a County Commissioner's Resolution for the partial abandonment of Carter Loop Road, SR2565, in Rowan County.

ATTACHMENTS:

Description	Upload Date	Type
Request Packet	2/15/2023	Cover Memo
Resolution	2/15/2023	Cover Memo



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

February 10, 2023

Rowan County

Subject: Request for Abandonment

Mr. Greg Edds, Chairman
Rowan County Board of Commissioners
Attn: Ms. Sarah Pack, Clerk to the Board
Office 130 West Innes Street
Salisbury, NC 28144

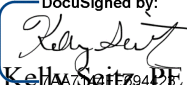
Dear Mr. Edds:

I am attaching the petition requesting that the last 0.11 miles of SR 2565 –Carter Loop Road within Litaker Township, be abandoned from the State Secondary Road System for maintenance.

One of the requirements needed for abandonment from the State System is the County Commissioners' approval. We have investigated this request and found that this road meets NCDOT requirements for abandonment. We would, therefore, appreciate it very much if you would have the County Commissioners act on this request and forward to us the proper Abandonment Resolution for our further handling.

Thanking you in advance for your assistance in this matter, and if I may be of further assistance, please advise.

Sincerely,

DocuSigned by:

Kelly Seitz, PE
District Engineer

PKS/dag

X X

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION 9/ DISTRICT 1
4770 SOUTH MAIN STREET
SALISBURY, NC 28147

Telephone: (704) 630 3200
Fax: (704) 639-7566
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Location:
4770 SOUTH MAIN STREET
SALISBURY, NC 28147

Date Petition Received by NCDOT: February 2, 2023

**North Carolina Department of Transportation
Division of Highways
Abandonment Petition**

North Carolina

County of Rowan

Petition request for the abandonment of Secondary Road CARTER LOOP RD. from the State.

Maintained System

We the under signed, being all of the property owners on Secondary Road CARTER LOOP RD.
in Rowan County do hereby request the Division of Highways of the Department of
Transportation to abandon the road from the State Maintained System.

PROPERTY OWNERS

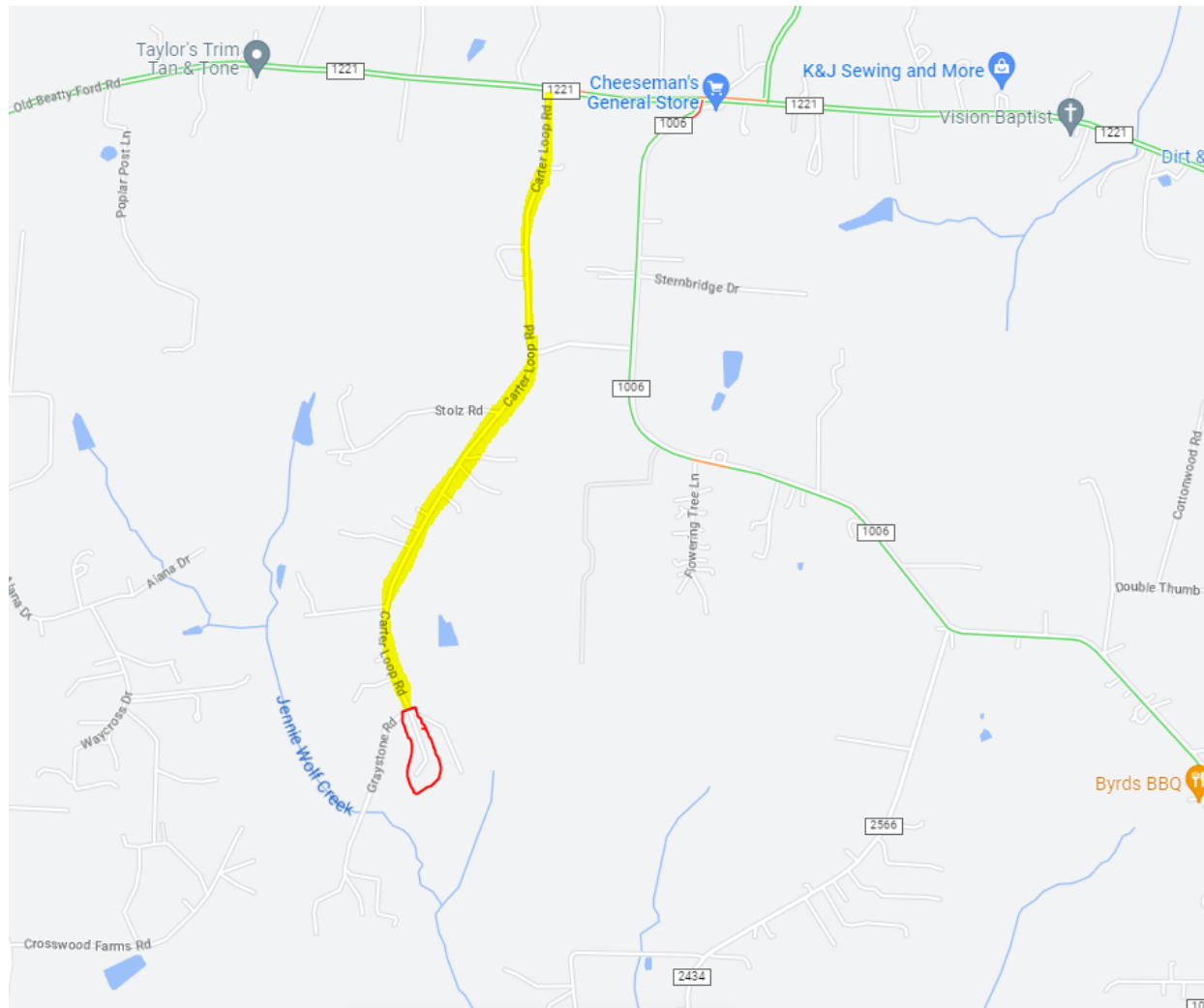
Printed Name and Signature

Address

BRIAN M BIGGERS 

1295 CARTER LOOP RD. ROCKWELL
NC 28138

02-02-2023
1295 Carter Loop Rd.
Rockwell, NC 28138 (Rowan County)
Property of Brian M. Biggers
NCDOT Abandonment Petition



I, Donald J. Moore, certify that this plat was drawn under my supervision from (an actual field survey) the survey that the boundaries not surveyed are shown as broken lines plotted from information found in Book 9995, Page 2826, that the ratio of precision as calculated by latitudes and departures is 1:10,000, that this plat was prepared in accordance with G.S. 41-50 as amended.

Witness my hand and signature, registration number and seal this 4th day of May, A.D., 1996.

Donald J. Moore
Registered Land Surveyor
No. L-3482 NC
Registration Number

- I, Donald J. Moore, Registered Land Surveyor No. L-3482 NC certify to one or more of the following as indicated thus, [X]:
- [X] A. That this plat is a survey that creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land;
 - [] B. That this plat is a survey that is located in such portion of a county or municipality that is unregulated as to an ordinance that regulates parcels of land;
 - [] C. That this plat is of a survey of an existing parcel or parcels of land;
 - [] D. That this plat is of a survey of another category, such as the recombination of existing parcels, a Court-ordered survey or other exception to the definition of subdivision;
 - [] E. That the information available to the surveyor is such that I am unable to make a determination to the best of my professional ability as to provisions contained in (A) through (D) above.

Surveyor Donald J. Moore Date 4/30/96

NOTES

No published Horizontal Control monuments recoverable within 2000' of property.
Property is located within H5-II watershed, development restrictions may apply, see Rowan Co watershed ordinance for permitted uses.
Deed Reference: D.B. 687, PG. 34.
Tax Map 434, Parcel 26
Total Area = 4.290 Acres
Survey Reference:
Gerald R. London & Wife Susan E. London, by James T. Hill, RLS, 6-10-44.
Property to be served by individual well & sewage disposal system.
Total number of lots = 1.
Building Setback Lines:
minimum front yard = 30 feet
minimum side yard = 10 feet
minimum rear yard = 10
This plat is subject to any Easements, Agreements, or Right-of-Way of record prior to the date of this plat, which was not visible at the time of the survey.
This property is (is not) in a special Flood Hazard Area as determined by the U.S. Department of Housing and Urban Development, Community Panel No. 310351 0125B effective date 11/1/79
Rowan County Planning Department
Certificate of Approval of Final Plat
This subdivision plat was approved under the provisions of a "minor subdivision; special exception" under chapter 21, Subdivision, of the Rowan County Code of Ordinances. Any further subdivision of any parcel shown on this plat may require compliance with the current provisions of the Subdivision Ordinance. That may require additional road right-of-way or road improvements or compliance with other provisions of the ordinance for approval. Easements shown were not subject to any improvement standards and not intended to be accepted by any governmental agency for public maintenance.
This plat has been approved in accordance with the provisions of the Rowan County Subdivision Ordinance on 21st day of MAY, 1996.
M. Steward Moore
Subdivision Administrator

Certificate of Ownership and Dedication

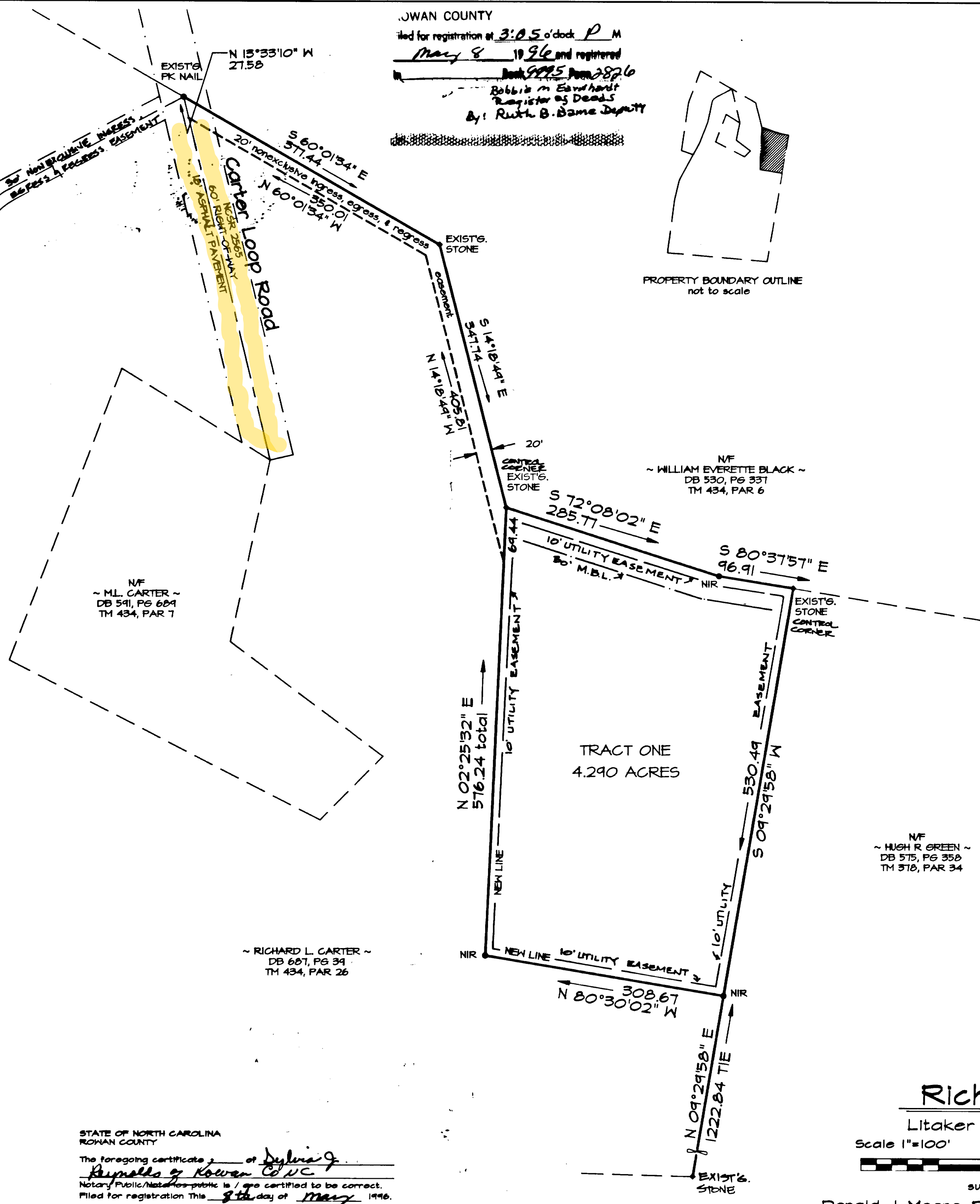
I (We) hereby certify that I (We) are the owner(s) of the property shown and described hereon and that I (We) hereby adopt this plan of subdivision with my (our) free consent, establish minimum building lines, and dedicate all streets, alleys, walks, parks, and other sites to public or private use as noted. Further, I (We) certify the land as shown hereon is within the platting jurisdiction of Rowan County.

4-29-96 Date Richard L. Carter Owner
Date _____ Owner _____

North Carolina, ROWAN County.
I, Richard L. Carter, a Notary Public of the County and State aforesaid, certify that Donald J. Moore is a Registered Land Surveyor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

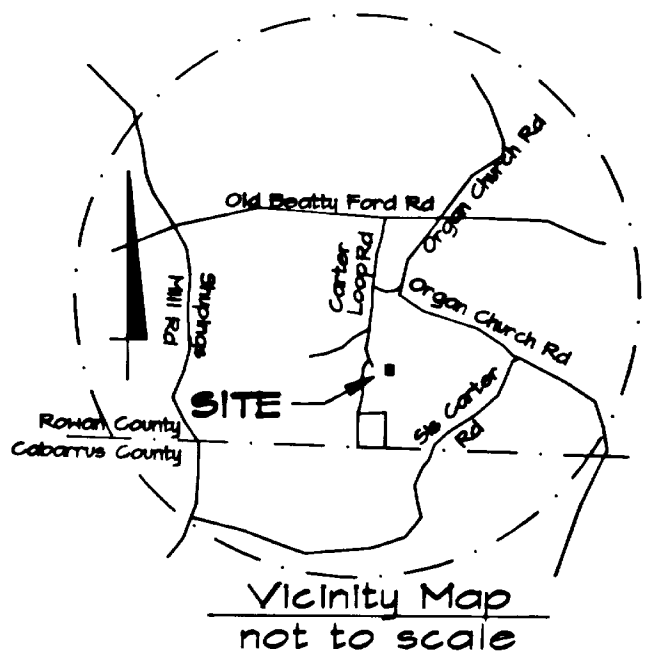
Witness my hand and official stamp and seal this 29 day of April, A.D., 1996.

Richard L. Carter
Notary Public
My commission expires: 3/23/97



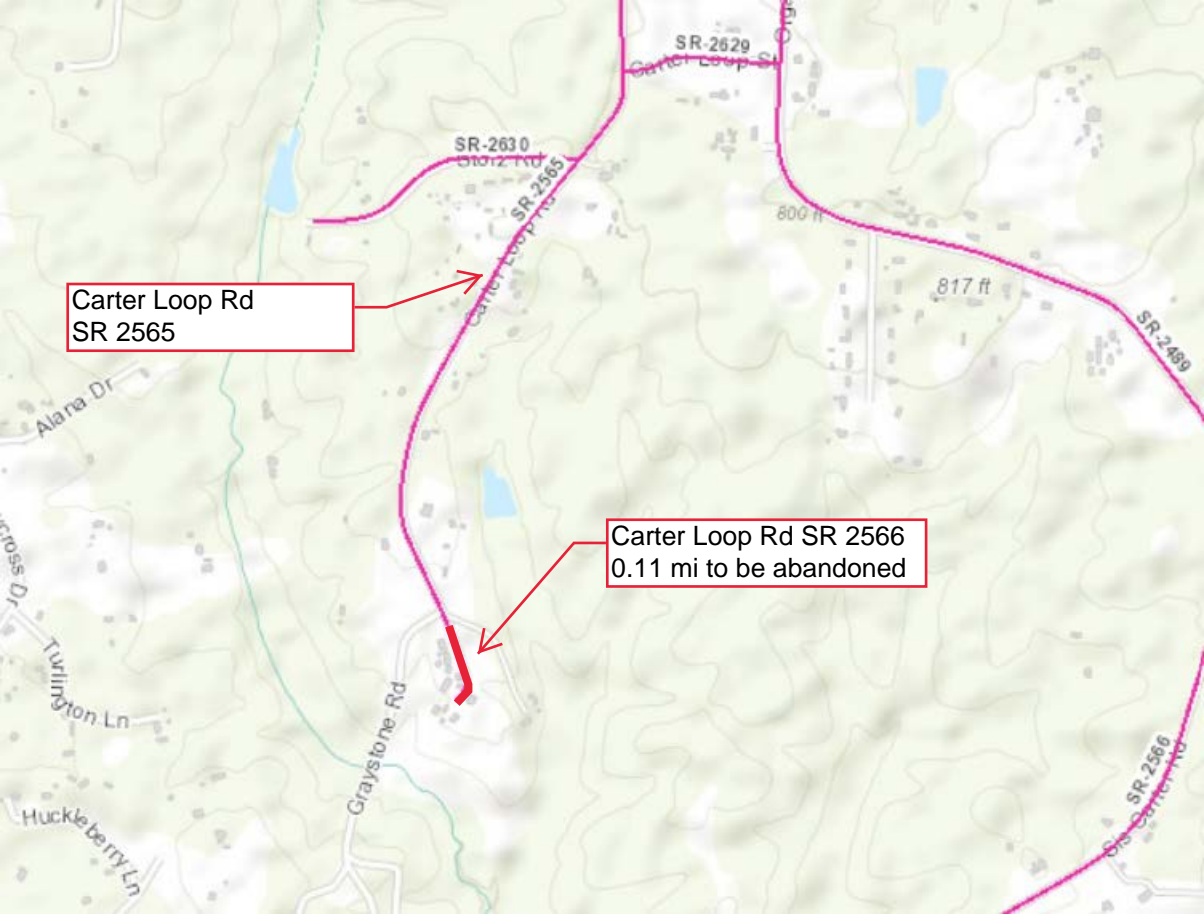
ROWAN COUNTY
Filed for registration at 3:05 o'clock P M
May 8 1996 and registered
Book 9995 Page 2826
Bobbie m. Eamhardt
Register of Deeds
By: Ruth B. Bame Deputy

Book of Maps _____, Page _____.



- LEGEND**
- STONE existing stone
 - EIP existing iron pipe
 - NIP new iron pin (set this survey)
 - EIS existing iron pin
 - SPIKE spike/nail (set this survey)
 - X point not set

Subdivision
Plat of Survey for:
Richard L. Carter
Litaker Township, Rowan County
Scale 1"=100' North Carolina Date 4/26/96
survey & map prepared by:
Donald J. Moore, Registered Land Surveyor L-3482 NC
P.O. Box 2112, 114 1/2 West Innes Suite 210
Salisbury, North Carolina 28145-2112
Telephone 704/637-2445 File No: 0016RW96



A topographic map showing a mountainous region with various roads and elevation contours. The map is oriented with North at the top. Several roads are labeled, including SR-2630, SR-2565, SR-2566, SR-2489, and SR-2629. A red line highlights a specific road segment, and two callout boxes provide information about this segment. The background is a light greenish-brown color with brown contour lines indicating elevation. There are several small blue areas representing water bodies or wetlands. The map also shows some buildings and other features typical of a rural or mountainous area.

Carter Loop Rd
SR 2565

Carter Loop Rd SR 2566
0.11 mi to be abandoned

Carter Loop Rd
SR 2565

Graystone Rd

Carter Loop Rd

Abandon 0.11 mi

Graystone Rd



Greg Edds, Chairman
Jim Greene, Vice- Chairman
Mike Caskey
Judy Klusman
Craig Pierce



Aaron Church, County Manager
Sarah Pack, Clerk to the Board
John W. Dees, II, County Attorney

Rowan County Board of Commissioners

130 West Innes Street • Salisbury, NC 28144
Telephone 704-216-8181 • Fax 704-216-8195

RESOLUTION SUPPORTING THE ABANDONMENT OF A PORTION OF CARTER LOOP ROAD (SR 2565) FROM THE STATE MAINTAINED SECONDARY ROAD SYSTEM

WHEREAS, the Board of Commissioners of Rowan County, North Carolina, has received a petition requesting abandonment for the portion of a road on the accompanying map, further described as:

- The last 0.11 miles of SR 2565 – Carter Loop Road; *and*

WHEREAS, the Board of Commissioners of Rowan County, North Carolina, recognizes the North Carolina Department of Transportation has authority pursuant to North Carolina General Statute § 136-55.1 to abandon and remove roads from the State highway system; *and*

WHEREAS, the NC Department of Transportation's Division 9/District 1 office has investigated and concluded the aforementioned road segment meets abandonment requirements; *and*

WHEREAS, the Board of Commissioners of Rowan County, North Carolina is of the opinion that the above-described road segment should be abandoned from the Secondary Road System, if the abandonment is in the best interest of the public and of the Division of Highways of the Department of Transportation and Highway Safety.

NOW, THEREFORE, be it resolved that the Board of Commissioners of Rowan County, North Carolina, supports the request of the Division of Highways for abandonment of the above-described road segment, and to abandon said segment from the Secondary Road System if it is in the best interest of the public and the Division of Highways.

Adopted this 20th day of February, 2023.

Gregory C. Edds, Chairman
Rowan County Board of Commissioners

Attest:

Sarah Pack, NCCCC
Rowan County Clerk to the Board

Equal Opportunity Employer

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Don Bringle, Parks and Recreation Director
DATE: 2/20/23
SUBJECT: Funding Request for Paving at the Animal Shelter

To pave the existing gravel drive connecting the new road to the cat and dog shelter. Requesting funding not to exceed \$26,265.00 for this project (see attachment).

Recommendation:
Approve attached budget amendment.

ATTACHMENTS:

Description	Upload Date	Type
Quote 1	2/15/2023	Cover Memo
Quote 2	2/15/2023	Cover Memo
Budget Amendment	2/15/2023	Cover Memo

CAROLINA SITEWORKS, INC
Post Office Box 280
China Grove, NC 28023
Telephone: 704-855-7483
Fax: 704-855-9676
NC License No. 45224

February 14, 2023

To: Don Bringle

Project: Rowan County Animal Shelter Drive

We propose to furnish all the necessary supervision, labor, equipment and materials required to complete the following work as outlined below and incorporated as part of this proposal.

Excavate existing aggregate material and dispose of excess off-site. Fine grade area in preparation for paving process. Pave heavy duty drive area with a nominal compacted depth of 4" of I19.0C asphalt and 2" of S9.5C asphalt approx. 280 SY.

LUMP SUM TOTAL: \$26,265.00

Due to the level of volatility in the petroleum market, we must index our pricing on this project. Prices for asphalt are based on the February 2023 NCDOT Asphalt Binder Index of \$641.25 per ton. Invoice calculations will be based on the NCDOT index for the month the asphalt is placed. An additional fuel surcharge, based on the current US EIA Fuel index, may also be applicable to your project.

NOTE: Price based on measurements and observations taken from site visit. If Carolina Siteworks, Inc. is awarded this contract, the quoted prices including the escalation clause are good for 30 days, after that, Carolina Siteworks, Inc. may need to renegotiate prices. Price includes one mobilization. Items not included in price: additional ABC stone, any extra grading, testing, any landscaping, rock excavation, undercut of unsuitable soils, repair of damage caused by others, relocation or repair of utilities; prime coat or herbicide treatment, or anything else not specifically mentioned above.

Respectfully Submitted,
Mark Hoesman
Carolina Siteworks, Inc.

Accepted as Contract:

Carolina Siteworks, Inc.

PROPOSAL

Piedmont Asphalt Paving Company, Inc.

P.O. Box 5226
Concord, N.C. 28027
704-795-0017
704-788-4733 Fax

February 14, 2023

County of Rowan
425 Airport Rd.
Salisbury, NC 28147

Re: Rowan County Animal Control
Salisbury, N.C.

Attn: Don Bringle

Gentleman:

We propose to furnish and install all supervision, labor, equipment, and materials necessary to complete the following work as outlined below.

ASPHALT PAVING **ROAD**

Subgrade:	Excavate existing stone road to a nominal depth of 12". Dispose of excess material off-site.
Base Course:	Place and compact a crushed stone base course to a nominal depth of 6". (ABC)
Intermediate Course:	Construct a one-course Bituminous Concrete intermediate course to a nominal thickness of 4". (I 19.0C)
Tack:	Apply a coat tack to bond surface course to binder.
Surface Course:	Construct a one-course Bituminous Concrete surface course to a nominal thickness of 2". (S 9.5B)
Quantity:	283 +/- square yards
PRICE:	\$36,350.00

Qualifications:

- Due to the volatility of the global petroleum and cement commodities market, prices could fluctuate. If price movements occur, such increases will be passed onto the customer. If affected, price increases will be determined and agreed to prior to installation.

-The asphalt pricing, in this proposal, is based on the current month NCDOT Asphalt Liquid Binder Index per ton for the month of February, 2023, which is \$641.25/ ton. As the project proceeds, we will invoice based on the current index for the month of installation. Asphalt cement is based on 6% which is \$.06/ton per \$1.00 of index movement, plus appropriate sales tax. Monthly asphalt pricing index is available at http://www.ncdot.org/doh/operations/dp_chief_eng/constructionunit/paveconst/Asphalt_Mgmt/acprices/

OTHER WORK ITEMS-

Other work items are not included in the bid price or considered as part of the proposal unless specifically stated above.

LAYOUT, ENGINEERING
& TESTING-

Piedmont Asphalt Paving Co. is not an engineering, surveying or testing company. Layout, engineering and (or) testing is to be provided by others and is not included unless otherwise noted. Any layout, engineering or testing performed by Piedmont Asphalt Paving Co. will be paid as an extra to this proposal.

TERMS-

No conditions, verbal or otherwise, that are not incorporated on this proposal will be recognized. This quotation expires ten (10) days from the date hereon, but may be made effective at anytime, if, after acceptance by you, we approve it. Accounts not paid by the 10th of the month will be charged 1 ½% each month and any legal fees or expenses incurred in collecting the delinquent account.

CONDITIONS-

On approved credit, the net amount of each month estimate shall be due and payable by the 10th of the month for all work in-place the preceding month.

PERSONAL GUARANTY-

In consideration of credit being extended to the above firm or corporation, the undersigned personally guarantees all indebtedness incurred hereunder by the above-named firm or corporation to Piedmont Asphalt Paving Co., Inc. Furthermore, the owner(s) of the real property on which the subject work is to be performed do(es) hereby join in this contract for the purpose of personal guaranteeing of personally such indebtedness. This guarantee is absolute and complete, and shall be deemed sufficient to establish the lien rights of Piedmont Asphalt Paving Co., Inc. pursuant to N.C.G.S. Chapter 44-A.

ACCEPTED:

Company _____

Piedmont Asphalt Paving Co.

By _____

By _____
Joe C. Horton

Date _____

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BUDGET OFFICER

FROM: Anna Bumgarner

EXPLANATION IN DETAIL:

Funds are needed to pave the drive between the road and the animal shelter parking lot.

Prepared by: ARB
Date: 2/15/2023

BUDGET INFORMATION:

[illegible]

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Sarah Pack, Clerk to the Board
DATE: 2/20/23
SUBJECT: Agenda Addition - Proclamation for Centenarian James Deal

ATTACHMENTS:

Description

Proclamation

Upload Date

2/21/2023

Type

Cover Memo

Greg Edds, Chairman
Jim Greene, Vice- Chairman
Mike Caskey
Judy Klusman
Craig Pierce



Aaron Church, County Manager
Sarah Pack, Clerk to the Board
John W. Dees, II, County Attorney

Rowan County Board of Commissioners

130 West Innes Street • Salisbury, NC 28144
Telephone 704-216-8181 • Fax 704-216-8195

PROCLAMATION HONORING AND CELEBRATING THE SERVICE OF CENTENARIAN JAMES DEAL

WHEREAS, James “Jim” Deal, a lifetime resident of Rowan County, born in Woodleaf and living now in Faith, celebrated his 100th birthday on November 19, 2022; and

WHEREAS, Mr. Deal is both a World War II veteran and Purple Heart recipient, a 75-year member of American Legion Post 327, and the oldest member of the Shiloh Reformed Church; and

WHEREAS, Mr. Deal was drafted into the army at 18 years old and underwent training at Fort Lewis as a member of the 737th Tank Battalion, serving as a gunner inside a Sherman tank during World War II; and

WHEREAS, Mr. Deal served in England for three months before arriving on the beaches of Normandy on June 12, 1944, where the battalion traveled through France and into Central Europe, including serving under General George S. Patton’s Third Army in The Battle of the Bulge, seeing 299 days of actual combat; and

WHEREAS, Mr. Deal’s campaign was cut short when he was wounded after stepping on a landmine, resulting in an honorable discharge from the Army followed by 35 years of working as a car inspector for Southern Railroad.

NOW, THEREFORE BE IT PROCLAIMED that the Rowan County Board of Commissioners gives sincere thanks for the service of Mr. Deal and joins in celebration of his 100th birthday.

This the 20th day of February, 2023.

Gregory C. Edds, Chairman
Board of Commissioners

ATTEST:

Sarah Pack, NCCCC
Clerk to the Board

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Sarah Pack, Clerk to the Board
DATE: 2/20/23
SUBJECT: Agenda Addition - Proclamation Honoring Javon Hargrave

ATTACHMENTS:

Description

Proclamation

Upload Date

2/21/2023

Type

Cover Memo

Greg Edds, Chairman
Jim Greene, Vice- Chairman
Mike Caskey
Judy Klusman
Craig Pierce



Aaron Church, County Manager
Sarah Pack, Clerk to the Board
John W. Dees, II, County Attorney

Rowan County Board of Commissioners

130 West Innes Street • Salisbury, NC 28144
Telephone 704-216-8181 • Fax 704-216-8195

PROCLAMATION HONORING JAVON HARGRAVE

WHEREAS, Javon Hargrave represented North Carolina and Rowan County as he played with the Philadelphia Eagles in the Super Bowl LVII on February 12, 2023; and

WHEREAS, Javon attended North Rowan High School, where he played football and was an All State basketball player, before attending South Carolina State University where he was credited with 37 sacks in 47 career games and twice won the MEAC Defensive Player of the Year awards; and

WHEREAS, Javon was chosen by the Pittsburgh Steelers in the third round of the NFL draft in 2016 and played for the Steelers for three years; and

WHEREAS, as a free agent, Javon signed a three-year contract to join the Eagles with whom he took part in the 2022 Pro Bowl; and

WHEREAS, Javon has remained close with his home community by providing financial support to local schools and by participating in football camps for children; and

WHEREAS, in November of 2022, Javon Hargrave was inducted into the Salisbury-Rowan Sports Hall of Fame.

NOW, THEREFORE, BE IT PROCLAIMED THAT the Rowan County Board of Commissioners does hereby honor Javon Hargrave for his athletic achievements and commends him for his continued commitment in serving his home community of Rowan County.

This the 20th day of February, 2023.

Gregory C. Edds, Chairman

ATTEST:

Sarah Pack, Clerk to the Board

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Sarah Pack, Clerk to the Board
DATE: 2/20/23
SUBJECT: Agenda Addition - Drainage Easement on Leonard Road

ATTACHMENTS:

Description	Upload Date	Type
Scope of Work	2/21/2023	Cover Memo
Access Agreement	2/21/2023	Cover Memo



February 16th, 2023

CESI
PO Box 268
Concord NC, 28026

SUBJECT: Leonard Road Flush Point Extension

Dear Mr. David Haywood:

Rowan County is requesting a quote to perform the following work:

- 1) Perform survey for the intent of creating a maintenance easement for Rowan County along Long Ferry Rd of properties PIN 601 029 and 601 008 and again across PIN 601 008 and bordering PIN 601 025 (refer to sketch). Mark the property corners that the easement will be offset from. Also mark locations of easement directional change.
- 2) Prepare a record plat for a 25' wide easement for the above described location. See attached documents for design details.
- 3) After Plat is recorded, stake centerline of Drain Line (DL) extension every 50' and at directional changes for the intended purposes of constructing the DL extension.

Sincerely,

Josh Canup, CPESC
Environmental Compliance Specialist

Enclosure: Sketch document of intended easement and DL path



Narrative:

Easement begins at the flush point box on Leonard Rd., running along Leonard Rd. till within 15' of the culvert outflow and then turns, following next to the natural swale in the pasture and to the property line of PIN 601 025, following the property line and terminating at intersection of PIN 601 007.

Sketch:



*Sketch oriented N-S.

NORTH CAROLINA

ROWAN COUNTY

RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made this ____ day of _____ by and between Linda Snider Thomas (herein referred to as the "OWNER"), whose mailing address is 1735 Leonard Rd, Salisbury, North Carolina 28146 and Rowan County, a body politic (herein referred to as "COUNTY"), whose mailing address is 130 West Innes Street, Salisbury, NC 28144.

WITNESSETH:

WHEREAS, Owner has properties in the 1700 block of Leonard Rd, more specifically identified as Rowan County Tax Map 601 Parcels 008 and 029 (herein referred to as "PROPERTIES");

WHEREAS, COUNTY and Owner have agreed that the OWNER will dedicate a drainage easement on a portion of the PROPERTIES to allow for the periodic flushing of a potable public water line owned by the COUNTY;

WHEREAS, prior to such dedication, COUNTY desires to have access to the PROPERTIES to conduct due diligence, including surveying, and drawing plans and otherwise have its agents on site for the purpose of delineating the drainage easement on the PROPERTIES consistent with the agreement between OWNER and COUNTY;

WHEREAS, it is the intent of OWNER to allow COUNTY access to the PROPERTIES for the purpose of such Due Diligence at COUNTY's sole expense and liability;

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the following terms and conditions are hereby mutually agreed to, by and between OWNER and COUNTY:

1. Access and Scope of Work. OWNER does hereby grant COUNTY, including its agents and employees, free ingress and egress to the PROPERTIES for the sole purpose of conducting its Due Diligence and drawing plans ("County's Work"), and all similar and necessary activities as COUNTY may deem necessary in order to complete County's Work, at the sole cost of COUNTY. The sequence and timing of the County's Work shall be at a time that is approved by OWNER or its designee. The COUNTY acknowledges that OWNER shall have no financial responsibility for payment for any services performed or work completed on the PROPERTIES. COUNTY shall be solely responsible for payment for any services provided or work completed. It is expressly intended and agreed that this Agreement shall apply to subsequently discovered, unknown, or unanticipated work to be performed by COUNTY as well as County's Work outlined above. The COUNTY shall repair any damage to real or personal property caused by County's Work, including the activities of its agents, consultants, and/or contractors, on the site.

2. Indemnification. COUNTY shall indemnify and hold harmless OWNER from and against all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever proximately resulting from the omission or commission of any act, lawful or unlawful, by COUNTY or its agents, contractors, and/or employees, including but not limited to court costs and attorney's fees, incurred in connection with the defense of said matters. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2.

3. Insurance. The COUNTY shall obtain and maintain in effect during the term of this Agreement or at any time that COUNTY or its agents or Contractors are on OWNER'S PROPERTIES performing the work outlined in this Agreement, policies for general liability insurance. The COUNTY and COUNTY's Contractors shall also obtain and maintain in effect

during the term of this Agreement, a policy of workers' compensation liability insurance in which the policy shall protect the COUNTY and OWNER from claims in an amount not less than the statutory amount.

4. Compliance with Applicable Laws. COUNTY shall comply with all applicable laws and regulations in providing services under this Agreement.

5. Term. The term of this Agreement shall be from the Effective Date of this Agreement through and including the date the OWNER dedicates the easement to COUNTY and this Agreement shall automatically expire upon such recordation, except the insurance and indemnification provisions shall survive any termination of this agreement.

IN WITNESS WHEREOF, OWNER and COUNTY have caused this agreement to be signed by a person with the authority to enter this Agreement, as hereinafter attested, all as of the day and year first above written.

LINDA SNIDER THOMAS

Property Owner, Tax Parcel 601-008 and 601-029

ROWAN COUNTY

Aaron Church, Manager

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Sarah Pack, Clerk to the Board
DATE: 2/20/23
SUBJECT: Agenda Addition - Budget Amendment for Vehicles/fleet nontarget and target costs

ATTACHMENTS:

Description

Budget Amendment

Upload Date


2/21/2023

Type

Cover Memo

DEPARTMENTAL REQUEST FOR BUDGET ACTION

Date: 2/17/2023

DEPARTMENT HEAD	COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: <u>X</u>	Approved: _____	Budget Revision # <u>08-480</u>
Disapproved: _____	Disapproved: _____	Date Posted: _____
Amended: _____	Amended: _____	Group Number: _____
Date: <u>2/17/23</u>	Date: _____	Posted by: _____
Signature: 	Signature: _____	Approved by: _____

Sharpless, Teresa F.

From: Odell, Mitzi C
Sent: Tuesday, February 14, 2023 3:29 PM
To: Sharpless, Teresa F.
Cc: Bevis, Lisa F; Bumgarner, Anna R
Subject: BA Needed once Library account set up

Good afternoon. Can you please do a BA for the accounts / amounts below? We will decrease the finance account for that amount. I have listed all the amounts and account numbers for your convenience.

Please let me know once completed so I can do a JE to move those amounts at the same time.

Please let me know if you have any questions or concerns.

Account	Amount
1154134-543022	1,369.74
1154250-543022	4,022.20
1154330-543022	67,361.19
1154410-543022	90,500.04
6354560-543022	372.30
6154720-543022	919.91
1154950-543022	208.43
1154185-543022	6,492.24
33018-310-543022-100	1,314.72
1156110-543022	140.24
1156230-543022	1,335.76
1156238-543022	966.85
1156420-543022	1,195.44
	174,913-176,199.06 Total
1154125-543020	Decrease by 176,199.06 174,913

> stay w/in Fund

Thanks in advance.

Mitzi



NORTH CAROLINA

Be an original.

Mitzi O'Dell | Accountant III
Rowan County Finance Department
130 W. Innes Street, Salisbury, NC 28144
[p] 704-216-8109
www.rowancountync.gov

Sharpless, Teresa F.

From: Odell, Mitzi C
Sent: Friday, February 17, 2023 8:45 AM
To: Sharpless, Teresa F.
Cc: Bumgarner, Anna R; Bevis, Lisa F
Subject: BA Needed for Vector Target

Good morning. Please see below for the BA needed for Vector target amounts for 8 months. Once completed I can do the JE to move actuals.

Org	Object	Amount	Monthly	8 Months
1154950	543021	2,892.00	241.00	1,928.00
1154210	543021	10,603.00	883.58	7,068.67
1154330	543021	160,477.00	13,373.08	106,984.67
1154410	543021	304,280.00	25,356.67	202,853.33
1154124	543021	1,928.00	160.67	1,285.33
1154134	543021	28,915.00	2,409.58	19,276.67
1156230	543021	19,277.00	1,606.42	12,851.33
1156237	543021	1,928.00	160.67	1,285.33
1156238	543021	3,856.00	321.33	2,570.67
1156239	543021	3,856.00	321.33	2,570.67
1155185	543021	7,711.00	642.58	5,140.67
1154830	543021	5,783.00	481.92	3,855.33
1154250	543021	17,349.00	1,445.75	11,566.00
1156420	543021	30,843.00	2,570.25	20,562.00
1156440	543021	5,783.00	481.92	3,855.33
Please use 33018-310-543021-100 for the project ledger				
1155310	543021	5,783.00	481.92	3,855.33
		611,264.00	50,938.67	407,509.33

407,509.33 Can be moved from 1154136-543021. Please let me know if you have any questions or concerns.

Thanks in advance. Appreciate it.

Mitzi



Mitzi O'Dell | Accountant III
Rowan County Finance Department
130 W. Innes Street, Salisbury, NC 28144
[p] 704-216-8109
www.rowancountync.gov

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Sarah Pack, Clerk to the Board
DATE: 2/20/23
SUBJECT: Agenda Addition - Revised Sole Source Coast 2 Coast

ATTACHMENTS:

Description	Upload Date	Type
Installation/Equipment	2/21/2023	Cover Memo
Inspections	2/21/2023	Cover Memo
Contract	2/21/2023	Cover Memo
Memo	2/21/2023	Cover Memo

**Coast 2 Coast Technologies,
LLC**

PO Box 5021
Statesville, NC 28687



Installation Quote

January 23, 2023

Rowan County

COMMENTS OR SPECIAL INSTRUCTIONS:

SALESPERSON	P.O. NUMBER	REQUISITIONER	TERMS
Scott McCombs	TBD	Rowan Co.	NET 14

QUANTITY	DESCRIPTION	UNIT PRICE \$	TOTAL \$
4	Video system installs 1. Install Video on 4 new Transit Vehicles Raised roof with lift. 4 camera systems installed 16 cameras total.	\$595.00	\$2380.00
4	Complete video system wiring kits for the 4 raised roof transit vehicles.	\$850.00	\$3400.00

GRAND TOTAL PER TBD ASSETS **\$5780.00**

Coast 2 Coast
Technologies
Best Quality/Best Service

**Coast 2 Coast Technologies,
LLC**

PO Box 5021
Statesville, NC 28687



Installation Quote

Subcontractor's Quotation Terms

1. Quotation is valid for 60 days from required date of submittal.
2. All equipment, wiring, and consumables to be provided by Safety Vision.
3. Prices quoted assume that all vehicles will be installed during one trip. For each additional trip, a fee of \$1000.00 will be assessed.
4. Crew size will be determined by Coast 2 Coast Technologies, LLC. Crew size will vary with quantities.
5. Any out-of-scope work or running repairs (work performed for Client / Safety Vision), not specified in this quote or corresponding SOW/PO that reflects Terms and Conditions of this quote will be billed at \$60.00 per man hour. Request must be sent in writing prior to this work being completed.
6. Any custom brackets, extensions, or mounting that is not basic will be charged additional. Additional fee will be material (if applicable), plus labor rate at \$60.00 per man hour.
7. Install price includes 1 hour of repair work for equipment that is not functioning properly after install. Anything after 1 hour will be billed at \$60.00 per man hour.

Invoicing

Coast 2 Coast Technologies, LLC will invoice every week. Each invoice is expected to be paid within 14 calendar days from date of invoice. Invoice will be emailed out the same day it is created. If 3 invoices become overdue, at any given time, installation will be suspended until payment in full is received for past due invoices. Any vehicle that is only partially installed due to equipment / materials not being available at time of install or if Client / REI. instructs Coast 2 Coast Technologies, LLC to stop installation, vehicle will be billed at full rate. If installation is to be resumed later, after project has been completed, \$60.00 per man hour will be assessed plus travel, car rental and housing fees.

Coast 2 Coast
Technologies
Best Quality/Best Service

**Coast 2 Coast Technologies,
LLC**

PO Box 5021
Statesville, NC 28687



Installation Quote

Warranty

Coast 2 Coast Technologies, LLC will provide a 90 day warranty for Coast 2 Coast Technologies, LLC installation work which begins after installation sign off. Any service calls would be responded to with at least a five-business day lead time. Warranty covers the installation of equipment only. Warranty does not cover any hardware, software or any equipment provided to Coast 2 Coast Technologies, LLC. Prior to a Coast 2 Coast Technologies, LLC technician making a warranty service call, a work order and pictures of the reported issue or equipment is required. Warranty does not cover damage caused by natural disasters (hurricanes, tornadoes, lightning / rain storms, snow, etc.), fires, changes made to install during maintenance or exchanging out of equipment that is not done by a Coast 2 Coast Technologies, LLC employee. If the installation is deemed to NOT be the issue for the service call (ex. firmware, software, hardware or work on the equipment that has changed how equipment was originally installed) additional charges will be billed to REI. The charges will include travel charge, \$30.00 a day diem, \$85.00 per man hour for labor (minimum 4-hour charge), rental car \$75.00 per day, and hotel cost at \$150.00 per day.

**Assignment of PO/SOW is Acceptance of the Terms & Conditions of this Quotation and
Acknowledgement that these Terms & Conditions cannot be superseded or substituted**

If there are any other services we may provide, please let us know. Thank you for your valuable time and consideration. We look forward to the opportunity, if awarded, to work with Onslow County and to provide you with a highly professional and timely install.

Coast 2 Coast
—Technologies—
Best Quality/Best Service

Scott McCombs
Business Manager
Coast 2 Coast Technologies, LLC

Coast 2 Coast Technologies, LLC

PO Box 5021
Statesville, NC 28687
(704) 881- 4641

**Installation Quote****January 24 2023****Rowan County****COMMENTS OR SPECIAL INSTRUCTIONS: CRITICAL REPAIRS ARE BILLED AT \$75.00 PER HOUR PLUS PARTS.**

SALESPERSON	P.O. NUMBER	REQUISITIONER	TERMS
Scott McCombs	TBD	Rowan Co.	NET 14

QUANTITY	DESCRIPTION	UNIT PRICE \$	TOTAL \$
26	Video system inspections on transit vehicles	\$47.50	\$1235.00
3	Video system removals from transit vehicles	\$180.00	\$540.00

GRAND TOTAL PER TBD ASSETS **\$1775.00**

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Installation Quote

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3. Prices quoted assume that all vehicles will be installed during one trip. For each additional trip, a fee of \$1000.00 will be assessed.
4. Crew size will be determined by Coast 2 Coast Technologies, LLC. Crew size will vary with quantities.
5. Any out of scope work or running repairs (work performed for Client / Safety Vision), not specified in this quote or corresponding SOW/PO that reflects Terms and Conditions of this quote will be billed at \$60.00 per man hour. Request must be sent in writing prior to this work being completed.
6. Any custom brackets, extensions, or mounting that is not basic will be charged additional. Additional fee will be material (if applicable), plus labor rate at \$60.00 per man hour.
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Installation Quote

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Assignment of PO/SOW is Acceptance of the Terms & Conditions of this Quotation and Acknowledgement that these Terms & Conditions cannot be superseded or substituted

If there are any other services we may provide, please let us know. Thank you for your valuable time and consideration. We look forward to the opportunity, if awarded, to work with Onslow County and to provide you with a highly professional and timely install.

Coast 2 Coast
—Technologies—
Best Quality/Best Service

Scott McCombs
Business Manager
Coast 2 Coast Technologies, LLC

ROWAN COUNTY

AGREEMENT FOR SERVICES

NORTH CAROLINA

This Agreement is made and entered into between Rowan County, North Carolina ("County") and **COAST 2 COAST TECHNOLOGIES, LLC** ("Provider").

WHEREAS, the County and the Provider wish to enter into a contract under which the Provider will provide certain specified services and/or materials to the County in exchange for payment. NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, conditions, and agreements herein, the County and the Provider agree as follows:

1. **Services To Be Performed.** The Provider agrees to perform the services and to provide the materials (all collectively called the "Services") for the County as described in Section A of the attached Exhibit A (the "Contract Specifications"), which is incorporated into this Agreement by reference as if it were fully set forth herein. The Provider warrants that all materials it provides shall be of good quality and shall meet industry standards and the County's expectations and approval, and the Provider warrants that it shall perform all Services in a good and workmanlike manner, in accordance with industry standards and the County's expectations, and to the County's full satisfaction.

2. **Term.** The term of this Agreement shall be as provided in Section B of the attached Exhibit A, the Contract Specifications.

3. **Payment.** In accordance with Section C of the attached Exhibit A, the Contract Specifications, the County agrees to pay the Provider for Services satisfactorily performed in accordance with this Agreement. The County shall pay each properly submitted invoice within thirty (30) days of its submission. Each invoice shall document, to the County's satisfaction, the work performed and the basis for the amount of payment sought. If the Provider fails to perform in accordance with this Agreement, the County may, without penalty, withhold any payment(s) associated with Services not properly performed until and unless the Provider completes or corrects its performance, as applicable. The County's remedies under this Agreement are not exclusive and are in addition to all other rights and remedies provided by law.

4. **Non-waiver.** If the County at any time does not require the Provider to satisfy any of the Provider's obligations under this Agreement, or if the County fails at any time to exercise any right or privilege granted to it by this Agreement, that shall not waive or limit the County's ability to require the Provider to satisfy those obligations in the future or the County's ability to enforce its rights or privileges in the future. If the County waives any breach of this Agreement by the Provider, which shall not be deemed a waiver of any later breach by the Provider, nor shall it be deemed a waiver of this section of the Agreement.

5. **Independent Contractor.** For purposes of this Agreement, the Provider at all times shall be considered an independent contractor, and the County shall not be deemed the employer of the Provider or of any of the Provider's agents or employees, nor shall the County be responsible for the actions or omissions of the Provider or its agents and employees. For purposes of this

Agreement, the Provider and its agents and employees shall not be deemed an employee of the County for any purpose, including (by example only and not for purposes of limitation) federal or state income taxation, unemployment benefits, or worker's compensation benefits.

6. Insurance. For the term of this Agreement, the Provider shall maintain at its sole expense the insurance specified in Section E of the attached Exhibit A, the Contract Specifications. All insurance policies shall be issued by a company authorized to issue insurance in the State of North Carolina. Before beginning to perform under this Agreement, the Provider shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and the Provider shall keep that certificate current by submitting to the County updated certificates as the Provider's insurance policies are renewed or otherwise modified. The County shall be named as an additional insured. The Provider shall notify the County immediately if any insurance required by this Agreement will be or has been cancelled or not renewed or if the amount of coverage of any such insurance will be or has been reduced.

7. Indemnity. The Provider agrees that it shall defend, indemnify, and hold harmless the County and its officials, employees, and agents from and against any and all losses, liabilities, claims, demands, suits, costs, damages, or expenses (including reasonable attorneys' fees) arising from or related to this Agreement and/or the Services, including (by example only and not for purposes of limitation) those for bodily injury, death, or property damage. The Provider's obligations under this section shall survive termination of this Agreement.

8. Termination. Notwithstanding any other provision of this Agreement (including any provision in the attached Exhibit A), this Agreement may be terminated at any time by mutual written agreement of the County and the Provider, or it may be terminated by the County upon ten (10) days' written notice to the Provider. Ten days' written notice for termination by the County is not required if the County is terminating because the Provider has breached the Agreement. Further this agreement includes the following Non-appropriation Clause: Provider acknowledges that Rowan County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Rowan County's obligations under this contract, then this contract shall automatically expire without penalty to Rowan County thirty (30) days after written notice to Provider of the unavailability and non-appropriation of public funds. It is expressly agreed that Rowan County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in Rowan County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Rowan County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Rowan County upon written notice to Provider of such limitation or change in Rowan County's legal authority.

9. Entire Agreement. This Agreement (including the attached Exhibit A, the Contract Specifications) constitutes the complete and entire Agreement between the County and the Provider concerning the subject matter of the Agreement and supersedes any and all prior agreements, discussions, understandings, promises, or representations concerning that subject

matter. This Agreement may be modified only by a writing signed by both the County and the Provider.

10. Governing Law and Forum for Disputes. This Agreement shall be governed by the laws of the State of North Carolina without regard to North Carolina's choice of law provisions. Any lawsuit or other legal proceeding concerning this Agreement and/or the Services must be filed in Rowan County, North Carolina, unless it is properly filed in federal court, in which case it must be filed in the federal District Court for the Middle District of North Carolina.

11. Severance Clause. If any part of this Agreement is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforced to the greatest extent legally possible, and the rest of this Agreement will remain in full force and effect.

12. Compliance With Laws. The Provider acknowledges and agrees that it will perform all Services and will satisfy all of its obligations under this Agreement in full compliance with all applicable federal, state, and local laws and regulations.

13. Sales/Use Taxes Collection and Refunds: Unless otherwise exempted by North Carolina General Statutes from payment of sales or use taxes, Provider must collect all applicable sales and use taxes due under this Agreement and comply with NCGS Chapter 105. If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to NCGS 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

14. Records. All materials, reports, etc. generated pursuant to this Agreement shall at all times remain the property of Rowan County, with copies of all such materials, reports, etc. being provided to Rowan County in a timely manner. It is further understood that some materials may be subject to NC Public Records laws, and any request for documents pursuant to such shall be processed through Rowan County prior to their release.

15. Repair of Damages. The Provider shall promptly and fully repair any damages that it or its employees or agents cause to the County's property. Alternatively, the County may choose in its discretion to require the Provider to fully compensate the County for any such damages rather than have the Provider repair them.

16. Titles and Headings. Titles and headings used in this Agreement are for convenience only and do not limit or modify the language within each section of this Agreement.

17. Non-Assignment. The Provider may not assign its rights or obligations under this Agreement, nor may it sub-contract any part of this Agreement, without written approval from the County.

18. Notices. Any notice or communication to the County or the Provider for purposes of this Agreement shall be delivered or shall be deposited in the United States Mail, first class, addressed to the addressee in Section E of the attached Exhibit A, the Contract Specifications.

19. Number and gender. This Agreement's use of singular, plural, masculine, feminine, and neuter pronouns shall include the others as the context may require.

20. Exhibit A. To the extent of a conflict between the above language of this Agreement and the attached Exhibit A (the Contract Specifications), the above language of this Agreement will control.

IN WITNESS WHEREOF, the County and the Provider have caused this Agreement to be executed as of the Effective Date.

THE COUNTY

THE PROVIDER

BY: _____

BY: _____

Name: Jody Farrow-Bennett

Name: Kathleen McCombs

Title: Purchasing Director

Title: Manager

EXHIBIT A

CONTRACT SPECIFICATIONS

A. Services To Be Performed By The Provider.

Uninstall three (3) complete video systems from vehicles being taken out of service, install four (4) complete video camera systems with new wiring and adapter kits on the four (4) new transit vehicles (one camera removed previously). The removal of three (3) video systems is \$540. The install of four complete systems \$2,380 and the four (4) wiring kits is \$3,400 . The inspections of twenty-six (26) vehicles is \$1,235.00.

B. Term of the Agreement. The term of the agreement shall begin the date the contract becomes effective and shall continue until June 30, 2023. The value of this contract shall not exceed \$7,555 without additional approval.

C. Payment to the Provider. Payment in full upon completion and receipt of invoice

D. E-Verify. North Carolina General Statutes prohibit counties from entering into contract with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the NC General Statutes. When required by law, the Contractor must submit the E-Verify Affidavit with bid proposals and/or contracts.

E. Insurance. During this Agreement's term, the Provider shall maintain worker's compensation insurance as required by North Carolina law to cover all of the Provider's employees engaged in any work under the Agreement. The Provider shall also maintain the following insurance to cover its performance under this Agreement during the Agreement's term:

- General commercial liability in the amount of \$500,000 per occurrence / \$1,000,000 aggregate with County listed as additional insured.
- Workers' Compensation in the amount of \$500,000 employer's liability
- Automobile liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be \$1,000,000 for bodily injury and property damage; and, \$1,000,000 uninsured/underinsured motorist coverage.

F. Contact Information.

THE COUNTY

AARON CHURCH,
COUNTY MANAGER
130 West Innes Street
Salisbury, NC 28144
Telephone: 704-216-8180

THE PROVIDER

COAST 2 COAST TECHNOLOGIES,
LLC
PO Box 5021
Statesville, NC 28687
Telephone: 704-881-4641

These Contract Specifications are effective on the date signed and hereby acknowledged and agreed to by:

THE COUNTY

THE PROVIDER

BY: _____

BY: _____

Name: Jody Farrow-Bennett

Name: Kathleen McCombs

Title: Purchasing Director

Title: Manager

Date: _____

This instrument has been pre-audited in the manner
required by the Local Government Budget and Fiscal
Control Act.

(Signature of County Finance Officer)

Rowan County Purchasing Department

130 West Innes Street, Salisbury, NC 28144
Phone (704) 216-8100 FAX (704) 216-8166

To: Rowan County Board of Commissioners
Aaron, Church, County Manager

From: Jody Farrow-Bennett, Director of Purchasing/Contract Administration
Valerie Steele, Airport/Transit Director

Re: Approval of a Sole-Source Purchase of and Install for RTS Vehicle Camera Systems

Date: February 20, 2022

Rowan County Transit would like to enter into an agreement with Coast 2 Coast Technologies, LLC to purchase four (4) complete video installation system kits, complete the removal of three cameras from old vehicles, the reinstallation in new vehicles, and camera inspections of the fleet to meet FTA/DOT requirements. This agreement would be approved as a 'sole-source' per NCGS 143-129(e)(6) which allows for an exception to the bidding laws when:

1. Performance or price competition for a product are not available;
2. A needed product is available from only one source of supply; or
3. Standardization or compatibility is the overriding consideration

Coast 2 Coast Technologies has acquired and installed the same units in our vehicles in the past so this agreement would be for standardization and compatibility as the overriding consideration. The total cost of this agreement is \$7,555.

Attached is the quote provided by Coast 2 Coast Technologies, LLC that will be entered as a standard contract under \$10,000.

Recommendation: The Transit Director and Purchasing Director recommends that the Board of Commissioners authorize the County to enter into a "sole-source" agreement with Coast 2 Coast Technologies, LLC for vehicle cameras for the four new RTS vehicles for \$7,555.00.

NOTE: This request is a correction to the previous request approved on February 6, 2023. Updated estimates were received and included with the consent agenda request but the previous cover memo was included accidentally requesting approval for only \$6,625 rather than \$7555 matching the total of the two estimates. The difference is a \$930 increase from the previous request.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Sarah Pack, Clerk to the Board
DATE: 2/20/23
SUBJECT: Agenda Addition - RTS Certifications and Assurances

ATTACHMENTS:

Description

Request Packet

Upload Date

2/21/2023

Type

Cover Memo

Pack, Sarah M

From: Kitalong-Will, Ann M
Sent: Monday, February 20, 2023 1:32 PM
To: Church, Aaron
Cc: Pack, Sarah M
Subject: Request to add consent agenda item
Attachments: RTS-FFY23-Certifications and Assurances.pdf; RTS-FFY23-Certification and Restrictions on Lobbying.pdf; RTS-Special Section 5333(b) Warranty.pdf; RTS-Letter From NCDOT PTD.pdf; RTS-Certification of Equivalent Service.pdf; FFY23-certifications-changes.pdf

Aaron:

I respectfully request that the Commissioners approve the attached documents as an addition to tonight's Consent Agenda. The item description is below. These are all annual certifications and assurances that must be submitted with Rowan Transit's annual grant applications to NCDOT, and are intended to ensure the County's compliance with federal & state grants requirements.

Thank you,
Ann Kitalong-Will
Director, Grants Administration & Governmental Relations

Documents Description:

Department: Rowan Transit

Item: Certifications & Assurances

Description:

The Federal Transit Administration requires the attached Certifications and Assurances be signed and submitted to ensure compliance with state and federal grant requirements. These documents include:

- FFY23 Certification & Assurances (signed by County Manager & Attorney)
- FFY23 Certification on the Restrictions on Lobbying (signed by County Manager, notarized, and affixed with county seal)
- FFY23 Certification on Equivalent Service (signed by County Manager, notarized, and affixed with county seal)
- FFY23 Special Section 5333(b) (signed by County Manager)

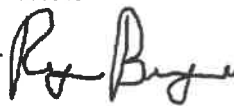


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

MEMORANDUM

TO: North Carolina Transportation Directors
FROM: Ryan M. Brumfield, PE, Director 
DATE: January 30, 2023
SUBJECT: Certifications and Assurances for FY24 Applications

On January 27, 2023, the Federal Transit Administration (FTA) posted the FFY23 Certifications and Assurances (Certs & Assurances) which are required for all grant funding provided by the FTA. The Certs & Assurances are categorized to correspond with FTA's funding programs and activities to be undertaken in an award.

Funding applicants must certify every category that applies to both the applicant and the applications submitted in the fiscal year or certify all activities at once. *FTA will not enforce provisions of a certification that do not apply to the applicant or award.*

In addition to the Federal Certs and Assurances, the FY24 application package also requires state certifications. Included in the State package are the Certifications and Restrictions on Lobbying, Special Section 5333(b) Warranty, and the Certification of Equivalent Service applicable when **1)** purchasing a non-lift equipped vehicle or **2)** a fleet includes non-lift equipped vehicles.

To be valid, the Federal Certs & Assurances must be signed within 90 days of publication. All Federal and State Certs & Assurances documents must be uploaded into Enterprise Business Services (EBS) no later than April 27, 2023 to ensure compliance with the deadline.

If you have questions, please contact your assigned Regional Grants Specialist.

Attachments: FFY23 Federal Certifications and Assurances
Certifications and Restrictions on Lobbying
Special Section 5333(b) Warranty
Certification of Equivalent Service

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision.

Text in italic is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;
 - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
 - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
 - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
 - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
 - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
 - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
 - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - (2) Notification of violating facilities pursuant to EO 11738;
 - (3) Protection of wetlands pursuant to EO 11990;
 - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

- animals held for research, teaching, or other activities supported by this award of assistance.
- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
 - (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, "Audit Requirements", as adopted and implemented by U.S. DOT at 2 CFR Part 1201.
 - (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
 - (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:
 - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
 - (3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget's standard form 424D "Assurances—Construction Programs" and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.325, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.327 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant’s exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant’s principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.

The applicant certifies:

- (a) To the maximum extent possible, funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

1.6. American Rescue Plan Act Funding.

The applicant certifies:

- (a) Funds made available by Section 3401(a)(2)(A) of the American Rescue Plan Act of 2021 (Public Law 117-2) shall be directed to payroll and operations of public transportation (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA’s state safety oversight programs, and each State that is required to draft and certify a Public Transportation Agency Safety Plan on behalf of a Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) pursuant to 49 CFR § 673.11(d).

This certification is required by 49 U.S.C. § 5307(c)(1)(L), 49 U.S.C. § 5329(d)(1), and 49 CFR § 673.13. This certification is a condition of receipt of Urbanized Area Formula Grants Program (49 U.S.C. § 5307) funding.

This certification does not apply to any applicant that only receives financial assistance from FTA under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C.

§ 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs, unless it operates a rail fixed guideway public transportation system.

If the applicant is an operator, the applicant certifies that it has established a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673; including, specifically, that the board of directors (or equivalent entity) of the applicant has approved, or, in the case of an applicant that will apply for assistance under 49 U.S.C. § 5307 that is serving an urbanized area with a population of 200,000 or more, the safety committee of the entity established under 49 U.S.C. § 5329(d)(5), followed by the board of directors (or equivalent entity) of the applicant has approved, the Public Transportation Agency Safety Plan or any updates thereto; and, for each recipient serving an urbanized area with a population of fewer than 200,000, that the Public Transportation Agency Safety Plan has been developed in cooperation with frontline employee representatives.

If the applicant is a State that drafts and certifies a Public Transportation Agency Safety Plan on behalf of a public transportation operator, the applicant certifies that:

- (a) It has drafted and certified a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673 for each Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) in the State, unless the Small Public Transportation Provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own Public Transportation Agency Safety Plan; and
- (b) Each Small Public Transportation Provider within the State that opts to use a State-drafted Public Transportation Agency Safety Plan has a plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5), Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5), and, if the Small Public Transportation Provider serves an urbanized area with a population of 200,000 or more, the safety committee of the Small Public Transportation Provider established under 49 U.S.C. § 5329(d)(5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2023, Pub. L. 117-328, div. E, tit. VII, §§ 744–745. U.S. DOT Order 4200.6 defines a “corporation” as “any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association”, and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT

Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

- (a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
 - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
 - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
 - (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
 - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
 - (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
 - (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

7.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;

- (c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
 - (1) Senior;
 - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
 - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
 - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
 - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
 - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
 - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and
- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
 - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
 - (2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.

If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in subsection (c)(1)) or related infrastructure under subsection (b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 CFR Part 672, "Public Transportation Safety Certification Training Program"; and
- (b) Compliant with the requirements of 49 CFR Part 674, "State Safety Oversight".

CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 19. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

CATEGORY 20. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

- (a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- (b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
- (c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
- (d) With respect to its procurement system:
 - (1) It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost

- Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, for Awards made on or after December 26, 2014,
- (2) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
 - (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
- (e) It will comply with the Certifications, Assurances, and Agreements in:
- (1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),
 - (2) Category 06 (Transit Asset Management Plan),
 - (3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),
 - (4) Category 09 (Formula Grants for Rural Areas),
 - (5) Category 15 (Alcohol and Controlled Substances Testing), and
 - (6) Category 17 (Demand Responsive Service).

CATEGORY 21. EMERGENCY RELIEF PROGRAM.

An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

**FEDERAL FISCAL YEAR 2023 CERTIFICATIONS AND ASSURANCES FOR FTA
ASSISTANCE PROGRAMS**

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: Rowan County

The Applicant certifies to the applicable provisions of all categories: (*check here*) _____.

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01 Certifications and Assurances Required of Every Applicant	<u>YSS</u>
02 Public Transportation Agency Safety Plans	<u>YSS</u>
03 Tax Liability and Felony Convictions	<u>YSS</u>
04 Lobbying	<u>YSS</u>
05 Private Sector Protections	<u>YSS</u>
06 Transit Asset Management Plan	<u>YSS</u>
07 Rolling Stock Buy America Reviews and Bus Testing	<u>YSS</u>
08 Urbanized Area Formula Grants Program	<u>YSS</u>
09 Formula Grants for Rural Areas	<u>YSS</u>
10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	<u>YSS</u>
11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	<u>YSS</u>

Certifications and Assurances

Fiscal Year 2023

12	Enhanced Mobility of Seniors and Individuals with Disabilities Programs	<u>VSS</u>
13	State of Good Repair Grants	<u>VSS</u>
14	Infrastructure Finance Programs	<u>VSS</u>
15	Alcohol and Controlled Substances Testing	<u>VSS</u>
16	Rail Safety Training and Oversight	<u>N/A</u>
17	Demand Responsive Service	<u>VS</u>
18	Interest and Financing Costs	<u>VSS</u>
19	Cybersecurity Certification for Rail Rolling Stock and Operations	<u>N/A</u>
20	Tribal Transit Programs	<u>N/A</u>
21	Emergency Relief Program	<u>VSS</u>

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: Rowan County

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

Certifications and Assurances

Fiscal Year 2023

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

Name Aaron Church Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name John W. Dees, II Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

(Required of all Applicants)
CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, Aaron Church, County Manager, on behalf of
Name of Authorized Official

Rowan County

Legal Name of Applicant

Hereby certifies that:

No Federal/State appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal/State agency, a Member of Congress or State Legislature, an employee of a member of Congress or State Legislature, or an officer or employee of Congress or State Legislature in connection with the awarding of any Federal/State contract, the making of any Federal/State grant, the making of any Federal/State loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal/State contract, grant, loan, or cooperative agreement.

If any funds other than Federal/State appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any Federal/State agency, a Member of Congress or State Legislature, an employee of a member of Congress or State Legislature, or an officer or employee of Congress or State Legislature in connection with the Federal/State contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Signature of Authorized Official

Seal Subscribed and sworn to me
(date)

Notary Public

Printed Name and Address

My commission expires
(date)

Affix Notary Seal Here

(Required of all Applicants that plan to procure inaccessible vehicles or have them in their fleet)
CERTIFICATION OF EQUIVALENT SERVICE

Rowan County certifies that its demand responsive service offered to individuals with disabilities as defined in 49 CFR 37.3), including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities. Such service, when viewed in its entirety, is provided in the most integrated setting feasible and is equivalent with respect to:

- 1) Response time;
- 2) Fares;
- 3) Geographic service area;
- 4) Hours and days of service;
- 5) Restrictions or priorities based on trip purpose;
- 6) Availability of information and reservation capability; and
- 7) Constraints on capacity or service availability.

In accordance with 49 CFR 37.77, public funded entities operating demand responsive systems for the general public which receive financial assistance under section 18 of the Federal Transit Act must file this certification with the appropriate state program office before procuring any inaccessible vehicle. NCDOT also requires state funded entities that do not receive Federal Transit Administration (FTA) funds to file this certification as well. **This certification is valid for no longer than one year from its date of filing.**

The NCDOT Public Transportation Division requires all participants to certify equivalent service when requesting to purchase non-ADA accessible vehicles. By signing this certification, the above-named agency is certifying that it has a mechanism in place to provide rides to individuals with disabilities. The ride must be provided in a manner equivalent to the service provided by the above-named agency to individuals without disabilities. Verification must include the attached form entitled *Measuring and Monitoring Equivalency for a General Public Demand Responsive Transportation Service*.

Signature of Authorized Official

Seal Subscribed and sworn to me
(date)

Notary Public

Printed Name and Address

My commission expires
(date)

Affix Notary Seal Here

**Measuring and Monitoring Equivalency for a
General Public Demand Responsive Transportation Service**

Criteria/Requirement	Data and Analysis to Ensure Equivalency
Service Area	Same for all
Response Time	Same for all
Fares	Same for all
Days and Hours	Same for all
Trip Purposes	Same for all
Capacity Constraints:	
Trip Denials	Same for all
Trip Caps	Same for all
Waiting Lists	Same for all
Missed Trips	Same for all
On-Time Performance	Same for all
Travel Time	Same for all

Comparison of ADA Regulatory Requirements for General Public Demand Responsive Services versus ADA Complementary Paratransit Services

Criteria/Requirement	General Public Demand Responsive Transportation Services (Equivalency)	ADA Complementary Paratransit Services (Comparable to Fixed Route)
Type of Service (DTD v CTC)	Whatever policy you set. Same for everyone.	Origin-to-destination
Service Area	Same as everyone else	$\frac{3}{4}$ of a mile of all non-commuter fixed routes
Response Time	Same as everyone else	Next-day service
Fares	Same for all	2 times base fixed route fare
Days and Hours	Same for all	All the fixed route hours
Trip Purpose	Can set policy ; same for all	All trip purposes; no priorities
Capacity Constraints	Same for all	No capacity constraints
Information and Communication Access	Provide accessible information and communications	Provide accessible information and communications

FTA Fiscal Year 2023 Certifications & Assurances

The Federal Transit Administration (FTA) annually publishes a consolidated list of all Certifications and Assurances that apply to its financial assistance programs. An applicant for financial assistance typically must execute current Certifications and Assurances in any year in which it applies for an award or an amendment to an existing award.

The 2023 Certifications and Assurances are posted on FTA's [website](#). Execution is accomplished electronically in FTA's [Transit Award Management System \(TrAMS\)](#). This document is a “redline” version showing changes between the 2023 and 2022 versions. It is provided as a convenience to the reader.

Among other changes, this year the Certifications and Assurances highlight the role safety committees and frontline worker representatives play in developing a Public Transportation Agency Safety Plan (PTASP). Of particular note, an applicant applying for assistance under 49 U.S.C. § 5307 that serves an urbanized area with a population of 200,000 or more must be able to certify that the safety committee of the entity, followed by the board of directors (or equivalent entity) of the applicant, has approved the PTASP and any updates. In addition, each applicant serving an urbanized area with a population of fewer than 200,000 must certify that it has developed the PTASP in cooperation with frontline employee representatives.

Finally, for more information on how FTA plans to address the 2020 Census, please visit FTA's [Census Website](#). The effects of the new 2020 Census boundaries will be reflected in FTA's FY 2024 apportionments. FY 2023 apportionments will be unaffected.

Any questions regarding the Certifications and Assurances, including questions about compliance with the new PTASP requirements, should be directed to the FTA [regional office](#) for the region in which the applicant is located.

Links:

[Certifications and Assurances](#)

[Transit Award Management System \(TrAMS\)](#)

[FTA regional offices](#)

[FTA Census Website](#)



Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision. Refer to FTA's accompanying Instructions document for more information.

Text in italics is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

Commented [A1]: This tracked-changes document is provided as a convenience to the reader to show clearly the differences between the 2022 and 2023 versions of the Federal Transit Administration's annual certifications and assurances. This document, including its tracked changes and comments, does not have the force and effect of law and is not meant to bind the public in any way. This document is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;
 - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
 - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
 - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
 - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
 - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
 - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
 - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - (2) Notification of violating facilities pursuant to EO 11738;
 - (3) Protection of wetlands pursuant to EO 11990;
 - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

animals held for research, teaching, or other activities supported by this award of assistance.

- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, "Audit Requirements", as adopted and implemented by U.S. DOT at 2 CFR Part 1201.
- (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
- (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:
 - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
 - (3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget's standard form 424D "Assurances—Construction Programs" and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.325⁴, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.327⁶ “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant’s exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant’s principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.

The applicant certifies:

- (a) To the maximum extent possible, funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

1.6. American Rescue Plan Act Funding.

The applicant certifies:

- (a) Funds made available by Section 3401(a)(2)(A) of the American Rescue Plan Act of 2021 (Public Law 117-2) shall be directed to payroll and operations of public transportation (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA’s state safety oversight programs, and each State that is required to draft and certify a ~~p~~Public ~~t~~Transportation ~~a~~Agency ~~s~~Safety ~~p~~Plan on behalf of a ~~s~~Small ~~p~~Public ~~t~~Transportation ~~p~~Provider (as that term is defined at 49 CFR § 673.5) pursuant to 49 CFR § 673.11(d).

This certification is required by 49 U.S.C. § 5307(c)(1)(L), 49 U.S.C. § 5329(d)(1), and 49 CFR § 673.13. This certification is a condition of receipt of Urbanized Area Formula Grants Program (49 U.S.C. § 5307) funding.

This certification does not apply to any applicant that only receives financial assistance from FTA ~~exclusively~~ under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or

Commented [A2]: Edits to this certification were made to simplify the certification and its instructions, to bring certification text closer to statutory and regulatory text, and to emphasize the requirement, added by the Infrastructure Investment and Jobs Act, for recipients serving large urbanized areas to have safety committees consisting equally of representatives of frontline employees and management, which must approve Public Transportation Agency Safety Plans and updates.

In addition, edits clarify that while a State must draft a Public Transportation Agency Safety Plan for each Small Public Transportation Provider that does not opt to develop its own plan, the State is not responsible for updating the Public Transportation Agency Safety Plan for the provider.

combination of these two programs, unless it operates a rail fixed guideway public transportation system.

If the applicant is an operator, the applicant certifies that it has established a ~~p~~Public ~~t~~ransportation ~~a~~gency ~~s~~afety ~~p~~lan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673; including, specifically, that the board of directors (or equivalent entity) of the applicant has approved, or, in the case of an applicant that will apply for assistance under 49 U.S.C. § 5307 that is serving an urbanized area with a population of 200,000 or more, the safety committee of the entity established under 49 U.S.C. § 5329(d)(5), followed by the board of directors (or equivalent entity) of the applicant has approved, the Public Transportation Agency Safety Plan or any updates thereto; and, for each recipient serving an urbanized area with a population of fewer than 200,000, that the Public Transportation Agency Safety Plan has been developed in cooperation with frontline employee representatives.

If the applicant is a State that drafts and certifies a Public Transportation Agency Safety Plan on behalf of a public transportation operator, the applicant certifies that:

- (a) It has drafted and certified a ~~p~~Public ~~t~~ransportation ~~a~~gency ~~s~~afety ~~p~~lan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673 for each ~~s~~Small ~~p~~Public ~~t~~ransportation ~~p~~rovider (as that term is defined at 49 CFR § 673.5) ~~within~~ the State, unless the ~~s~~Small ~~p~~Public ~~t~~ransportation ~~p~~rovider provided notification to the State that it was opting out of the State-drafted plan and drafting its own ~~p~~Public ~~t~~ransportation ~~a~~gency ~~s~~afety ~~p~~lan; and
- (b) Each ~~s~~Small ~~p~~Public ~~t~~ransportation ~~p~~rovider within the State ~~has that opts to use a State-drafted~~ ~~p~~Public ~~t~~ransportation ~~a~~gency ~~s~~afety ~~p~~lan has a plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5) ~~and~~ Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5), and, if the Small Public Transportation Provider serves an urbanized area with a population of 200,000 or more, the safety committee of the Small Public Transportation Provider established under 49 U.S.C. § 5329(d)(5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2021, Pub. L. 116-260, div. E, title VII, §§ 744-745 Consolidated Appropriations Act, 2023, Pub. L. 117-328, div. E, tit. VII, §§ 744-745. U.S. DOT Order 4200.6 defines a "corporation" as "any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association", and

applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

- (a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
 - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
 - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
 - (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
 - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
 - (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
 - (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

7.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;

- (c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
 - (1) Senior;
 - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
 - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
 - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
 - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
 - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
 - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and
- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
 - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
 - (2) It has determined that otherwise eligible local transit needs are being addressed.

**CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE
EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS
PILOT PROGRAM.**

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.

If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in subsection (c)(1)) or related infrastructure under subsection (b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks (“SIB”) Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA’s Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA’s regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 CFR Part 672, “Public Transportation Safety Certification Training Program”; and
- (b) Compliant with the requirements of 49 CFR Part 674, “State Safety Oversight”.

CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 19. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v), ~~a new subsection added by the National Defense Authorization Act for Fiscal Year 2020, Pub. L. 116-92, § 7613 (Dec. 20, 2019)~~. For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.

Commented [A3]: Edit made because 49 U.S.C. 5323(v) no longer is new.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

CATEGORY 20. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

- (a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- (b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
- (c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
- (d) With respect to its procurement system:
 - (1) It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements

for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, for Awards made on or after December 26, 2014,

- (2) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
- (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
- (e) It will comply with the Certifications, Assurances, and Agreements in:
 - (1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),
 - (2) Category 06 (Transit Asset Management Plan),
 - (3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),
 - (4) Category 09 (Formula Grants for Rural Areas),
 - (5) Category 15 (Alcohol and Controlled Substances Testing), and
 - (6) Category 17 (Demand Responsive Service).

CATEGORY 21. EMERGENCY RELIEF PROGRAM.

An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

**FEDERAL FISCAL YEAR 20232 CERTIFICATIONS AND ASSURANCES FOR FTA
ASSISTANCE PROGRAMS**

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: _____

The Applicant certifies to the applicable provisions of all categories: (*check here*) _____.

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01 Certifications and Assurances Required of Every Applicant	_____
02 Public Transportation Agency Safety Plans	_____
03 Tax Liability and Felony Convictions	_____
04 Lobbying	_____
05 Private Sector Protections	_____
06 Transit Asset Management Plan	_____
07 Rolling Stock Buy America Reviews and Bus Testing	_____
08 Urbanized Area Formula Grants Program	_____
09 Formula Grants for Rural Areas	_____
10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____

Certifications and Assurances

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12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs

13 State of Good Repair Grants

14 Infrastructure Finance Programs

15 Alcohol and Controlled Substances Testing

16 Rail Safety Training and Oversight

17 Demand Responsive Service

18 Interest and Financing Costs

19 Cybersecurity Certification for Rail Rolling Stock and Operations

20 Tribal Transit Programs

21 Emergency Relief Program

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: _____

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

Certifications and Assurances

Fiscal Year 20223

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

Name _____ Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name _____ Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

FY 2024 Special Section 5333 (b) Warranty

Special Section 5333(b) Warranty For Application to the Nonurbanized Area Formula Program

The following language shall be made part of the contract of assistance with the State or other public body charged with allocation and administration of funds provided under the Community Transportation Program (CTP):

A. General Application

The Public Body (The North Carolina Department of Transportation) agrees that the terms and conditions of this warranty, as set forth below, shall apply for the protection of the transportation related employees of any employer providing transportation services assisted by the project,

Rowan County

(Legal Name of Applicant) and the transportation related employees of any other surface public transportation providers in the transportation service area of the project.

The Public Body shall provide to the U. S. Department of Labor and maintain at all times during the Project an accurate, up-to-date listing of all existing transportation providers which are eligible Recipients of transportation assistance funded by the Project, in the transportation service area of the Project, and any labor organizations representing the employees of such providers.

Certification by the Public Body to the U. S. Department of Labor that the designated Recipients have indicated in writing acceptance of the terms and conditions of the warranty arrangement will be sufficient to permit the flow of CTP funding in the absence of a finding of noncompliance by the Department of Labor.

B. Standard Terms and Conditions

(1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient and of any other surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the Recipient to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "Project," as used herein, shall not be limited to the particular facility, service, or operation assisted by Federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project," shall, when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about solely by causes other than the Project (including

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any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement.

An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his/her position with regard to employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project or exhaustion of Project funding shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of this arrangement.

(2) Where employees of a Recipient are represented for collective bargaining purposes, all Project services provided by that Recipient shall be provided under and in accordance with any collective bargaining agreement applicable to such employees which is then in effect. This Arrangement does not create any collective bargaining relationship where one does not already exist or between any Recipient and the employees of another employer. Where the Recipient has no collective bargaining relationship with the Unions representing employees in the service area, the Recipient will not take any action which impairs or interferes with the rights, privileges, and benefits and/or the preservation or continuation of the collective bargaining rights of such employees.

(3) All rights, privileges, and benefits (including pension rights and benefits) of employees covered by this arrangement (including employees having already retired) under existing collective bargaining agreements or otherwise, or under any revision or renewal thereof, shall be preserved and continued; provided, however, that such rights, privileges and benefits which are not foreclosed from further bargaining under applicable law or contract may be modified by collective bargaining and agreement by the Recipient and the Union involved to substitute other rights, privileges and benefits. Unless otherwise provided, nothing in this arrangement shall be deemed to restrict any rights the Recipient may otherwise have to direct the working forces and manage its business as it deemed best, in accordance with the applicable collective bargaining agreement.

(4) The collective bargaining rights of employees covered by this arrangement, including the right to arbitrate labor disputes and to maintain union security and checkoff arrangements, as provided by applicable laws, policies and/or existing collective bargaining agreements, shall be preserved and continued. Provided, however, that this provision shall not be interpreted so as to require the Recipient to retain any such rights which exist by virtue of a collective bargaining agreement after such agreement is no longer in effect.

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The Recipient agrees that it will bargain collectively with the Union or otherwise arrange for the continuation of collective bargaining, and that it will enter into agreements with the Union or arrange for such agreements to be entered into, relative to all subjects which are or may be proper subjects of collective bargaining. If, at any time, applicable law or contracts permit or grant to employees covered by this arrangement the right to utilize any economic measures, nothing in this arrangement shall be deemed to foreclose the exercise of such right.

(5)(a) The Recipient shall provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces as a result of the Project. In the case of employees represented by a Union, such notice shall be provided by certified mail through their representatives. The notice shall contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs within the jurisdiction and control of the Recipient, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21), available to be filled by such affected employees.

(5)(b) The procedures of this subparagraph shall apply to cases where notices involve employees represented by a Union for collective bargaining purposes. At the request of either the Recipient or the representatives of such employees, negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this arrangement shall commence immediately. These negotiations shall include determining the selection of forces from among the mass transportation employees who may be affected as a result of the Project, to establish which such employees shall be offered employment for which they are qualified or can be trained. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (15) of this arrangement. Unless the parties otherwise mutually agree in writing, no change in operations, services, facilities or equipment within the purview of this paragraph (5) shall occur until after either: 1) an agreement with respect to the application of the terms and conditions of this arrangement to the intended change(s) is reached; 2) the decision of the arbitrator has been rendered pursuant to this subparagraph (b); or 3) an arbitrator selected pursuant to Paragraph (15) of this arrangement determines that the intended change(s) may be instituted prior to the finalization of implementing arrangements.

(5)(c) In the event of a dispute as to whether an intended change within the purview of this paragraph (5) may be instituted at the end of the 60-day notice period and before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), any involved party may immediately submit that issue to arbitration under paragraph (15) of this arrangement. In any such arbitration, the arbitrator shall rely upon the standards and criteria utilized by the Surface Transportation Board (and its predecessor agency, the Interstate Commerce Commission) to address the "preconsummation" issue in cases involving employee protections pursuant to 49 U.S.C. Section 11326 (or its

predecessor, Section 5(2)(f) of the Interstate Commerce Act, as amended). If the Recipient demonstrates, as a threshold matter in any such arbitration, that the intended action is a trackage rights, lease proceeding or similar transaction, and not a merger, acquisition, consolidation, or other similar transaction, the burden shall then shift to the involved labor organization(s) to prove that under the standards and criteria referenced above, the intended action should not be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. If the Recipient fails to demonstrate that the intended action is a trackage rights, lease proceeding, or similar transaction, it shall be the burden of the Recipient to prove that under the standards and criteria referenced above, the intended action should be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. For purposes of any such arbitration, the time period within which the parties are to respond to the list of potential arbitrators submitted by the American Arbitration Association Service shall be five (5) days, the notice of hearing may be given orally or by facsimile, the hearing will be held promptly, the award of the arbitrator shall be rendered promptly and, unless otherwise agreed to by the parties, no later than fourteen (14) days from the date of closing the hearings, with five (5) additional days for mailing if posthearing briefs are requested by either party. The intended change shall not be instituted during the pendency of any arbitration proceedings under this subparagraph (c).

(5)(d) If an intended change within the purview of this paragraph (5) is instituted before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), all employees affected shall be kept financially whole, as if the noticed and implemented action has not taken place, from the time they are affected until the effective date of an implementing agreement or final arbitration decision. This protection shall be in addition to the protective period defined in paragraph (14) of this arrangement, which period shall begin on the effective date of the implementing agreement or final arbitration decision rendered pursuant to subparagraph (b).

An employee selecting, bidding on, or hired to fill any position established as a result of a noticed and implemented action prior to the consummation of an implementing agreement or final arbitration decision shall accumulate no benefits under this arrangement as a result thereof during that period prior to the consummation of an implementing agreement or final arbitration decision pursuant to subparagraph (b).

(6)(a) Whenever an employee, retained in service, recalled to service, or employed by the Recipient pursuant to paragraphs (5), (7)(e), or (18) hereof is placed in a worse position with respect to compensation as a result of the Project, the employee shall be considered a "displaced employee", and shall be paid a monthly "displacement allowance" to be determined in accordance with this paragraph. Said displacement allowance shall be paid each displaced employee during the protective period so long as the employee is unable, in the exercise of his/her seniority rights, to obtain a position producing compensation equal to or exceeding the compensation the employee received in the position from which the

employee was displaced, adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(6)(b) The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee, including vacation allowances and monthly compensation guarantees, and his/her total time paid for during the last twelve (12) months in which the employee performed compensated service more than fifty per centum of each such months, based upon the employee's normal work schedule, immediately preceding the date of his/her displacement as a result of the Project, and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and the average monthly time paid for. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for. If the displaced employee's compensation in his/her current position is less in any month during his/her protective period than the aforesaid average compensation (adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for), the employee shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that the employee is not available for service equivalent to his/her average monthly time, but the employee shall be compensated in addition thereto at the rate of the current position for any time worked in excess of the average monthly time paid for. If a displaced employee fails to exercise his/her seniority rights to secure another position to which the employee is entitled under the then existing collective bargaining agreement, and which carries a wage rate and compensation exceeding that of the position which the employee elects to retain, the employee shall thereafter be treated, for the purposes of this paragraph, as occupying the position the employee elects to decline.

(6)(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

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(7)(a) Whenever any employee is laid off or otherwise deprived of employment as a result of the Project, in accordance with any collective bargaining agreement applicable to his/her employment, the employee shall be considered a "dismissed employee" and shall be paid a monthly dismissal allowance to be determined in accordance with this paragraph. Said dismissal allowance shall first be paid each dismissed employee on the thirtieth (30th) day following the day on which the employee is "dismissed" and shall continue during the protective period, as follow:

Employee's length of Service prior to adverse effect	Period of protection
1 day to 6 years	equivalent period
6 years or more	6 years

The monthly dismissal allowance shall be equivalent to one-twelfth (1/12th) of the total compensation received by the employee in the last twelve (12) months of his/her employment in which the employee performed compensation service more than fifty per centum of each such month based on the employee's normal work schedule to the date on which the employee was first deprived of employment as a result of the Project. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(7)(b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position the employee holds is abolished as a result of the Project, or when the position the employee holds is not abolished but the employee loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of the Project or as a result of the exercise of seniority rights by other employees brought about as a result of the Project, and the employee is unable to obtain another position, either by the exercise of the employee's seniority rights, or through the Recipient, in accordance with subparagraph (e). In the absence of proper notice followed by an agreement or decision pursuant to paragraph (5) hereof, no employee who has been deprived of employment as a result of the Project shall be required to exercise his/her seniority rights to secure another position in order to qualify for a dismissal allowance hereunder.

(7)(c) Each employee receiving a dismissal allowance shall keep the Recipient informed as to his/her current address and the current name and address of any other person by whom the employee may be regularly employed, or if the employee is self-employed.

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(7)(d) The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when the employee is absent from service, the employee will be entitled to the dismissal allowance when the employee is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position, until the regular employee is available for service, and thereafter shall revert to the employee's previous status and will be given the protections of the agreement in said position, if any are due him/her.

(7)(e) An employee receiving a dismissal allowance shall be subject to call to return to service by the employee's former employer; notification shall be in accordance with the terms of the then-existing collective bargaining agreement if the employee is represented by a union. Prior to such call to return to work by his/her employer, the employee may be required by the Recipient to accept reasonably comparable employment for which the employee is physically and mentally qualified, or for which the employee can become qualified after a reasonable training or retraining period, provided it does not require a change in residence or infringe upon the employment rights of other employees under then-existing collective bargaining agreements.

(7)(f) When an employee who is receiving a dismissal allowance again commences employment in accordance with subparagraph (e) above, said allowance shall cease while the employee is so reemployed, and the period of time during which the employee is so reemployed shall be deducted from the total period for which the employee is entitled to receive a dismissal allowance. During the time of such reemployment, the employee shall be entitled to the protections of this arrangement to the extent they are applicable.

(7)(g) The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that the employee's combined monthly earnings from such other employment or self-employment, any benefits received from any unemployment insurance law, and his/her dismissal allowance exceed the amount upon which the employee's dismissal allowance is based. Such employee, or his/her union representative, and the Recipient shall agree upon a procedure by which the Recipient shall be kept currently informed of the earnings of such employee in employment other than with the employee's former employer, including self-employment, and the benefits received.

(7)(h) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the failure of the employee without good cause to return to service in accordance with the applicable labor agreement, or to accept employment as provided under subparagraph (e) above, or in the event of the employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

(7)(i) A dismissed employee receiving a dismissal allowance shall actively seek and not refuse other reasonably comparable employment offered him/her for which the employee is

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physically and mentally qualified and does not require a change in the employee's place of residence. Failure of the dismissed employee to comply with this obligation shall be grounds for discontinuance of the employee's allowance; provided that said dismissal allowance shall not be discontinued until final determination is made either by agreement between the Recipient and the employee or his/her representative, or by final arbitration decision rendered in accordance with paragraph (15) of this arrangement that such employee did not comply with this obligation.

(8) In determining length of service of a displaced or dismissed employee for purposes of this arrangement, such employee shall be given full-service credits in accordance with the records and labor agreements applicable to him/her and the employee shall be given additional service credits for each month in which the employee receives a dismissal or displacement allowance as if the employee were continuing to perform services in his/her former position.

(9) No employee shall be entitled to either a displacement or dismissal allowance under paragraphs (6) or (7) hereof because of the abolishment of a position to which, at some future time, the employee could have bid, been transferred, or promoted.

(10) No employee receiving a dismissal or displacement allowance shall be deprived, during the employee's protected period, of any rights, privileges, or benefits attaching to his/her employment, including, without limitation, group life insurance, hospitalization and medical care, free transportation for the employee and the employee's family, sick leave, continued status and participation under any disability or retirement program, and such other employee benefits as Railroad Retirement, Social Security, Workmen's Compensation, and unemployment compensation, as well as any other benefits to which the employee may be entitled under the same conditions and so long as such benefits continue to be accorded to other employees of the bargaining unit, in active service or furloughed as the case may be.

(11)(a) Any employee covered by this arrangement who is retained in the service of his/her employer, or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his/her employment in order to retain or secure active employment with the Recipient in accordance with this arrangement, and who is required to move his/her place of residence, shall be reimbursed for all expenses of moving his/her household and other personal effects, for the traveling expenses for the employee and members of the employee's immediate family, including living expenses for the employee and the employee's immediate family, and for his/her own actual wage loss during the time necessary for such transfer and for a reasonable time thereafter, not to exceed five (5) working days. The exact extent of the responsibility of the Recipient under this paragraph, and the ways and means of transportation, shall be agreed upon in advance between the Recipient and the affected employee or the employee's representatives.

(11)(b) If any such employee is laid off within three (3) years after changing his/her point of employment in accordance with paragraph (a) hereof, and elects to move his/her place of

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residence back to the original point of employment, the Recipient shall assume the expenses, losses and costs of moving to the same extent provided in subparagraph (a) of this paragraph (11) and paragraph (12)(a) hereof.

(11)(c) No claim for reimbursement shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within ninety (90) days after the date on which the expenses were incurred.

(11)(d) Except as otherwise provided in subparagraph (b), changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the employer (or who is later restored to service after being entitled to receive a dismissal allowance), who is required to change the point of his/her employment as a result of the Project and is thereby required to move his/her place of residence.

If the employee owns his/her own home in the locality from which the employee is required to move, the employee shall, at the employee's option, be reimbursed by the Recipient for any loss suffered in the sale of the employee's home for less than its fair market value, plus conventional fees and closing costs, such loss to be paid within thirty (30) days of settlement or closing on the sale of the home. In each case, the fair market value of the home in question shall be determined, as of a date sufficiently prior to the date of the Project, so as to be unaffected thereby. The Recipient shall, in each instance, be afforded an opportunity to purchase the home at such fair market value before it is sold by the employee to any other person and to reimburse the seller for his/her conventional fees and closing costs.

If the employee is under a contract to purchase his/her home, the Recipient shall protect the employee against loss under such contract, and in addition, shall relieve the employee from any further obligation thereunder.

If the employee holds an unexpired lease of a dwelling occupied as the employee's home, the Recipient shall protect the employee from all loss and cost in securing the cancellation of said lease.

(12)(b) No claim for loss shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within one year after the effective date of the change in residence.

(12)(c) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through a

joint conference between the employee, or his/her union, and the Recipient. In the event they are unable to agree, the dispute or controversy may be referred by the Recipient or the union to a board of competent real estate appraisers selected in the following manner: one (1) to be selected by the representatives of the employee, and one (1) by the Recipient, and these two, if unable to agree within thirty (30) days upon the valuation, shall endeavor by agreement with ten (10) days thereafter to select a third appraiser or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the State and local Board of Real Estate Commissioners to designate within ten (10) days a third appraiser, whose designation will be binding upon the parties and whose jurisdiction shall be limited to determination of the issues raised in this paragraph only. A decision of a majority of the appraisers shall be required and said decision shall be final, binding, and conclusive. The compensation and expenses of the neutral appraiser including expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(12)(d) Except as otherwise provided in paragraph (11)(b) hereof, changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(e) "Change in residence" means transfer to a work location which is either (A) outside a radius of twenty (20) miles of the employee's former work location and farther from the employee's residence than was his/her former work location, or (B) is more than thirty (30) normal highway route miles from the employee's residence and also farther from his/her residence than was the employee's former work location.

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(13)(a) A dismissed employee entitled to protection under this arrangement may, at the employee's option within twenty-one (21) days of his/her dismissal, resign and (in lieu of all other benefits and protections provided in this arrangement) accept a lump sum payment computed in accordance with section (9) of the Washington Job Protection Agreement of May 1936:

Length of Service	Separation Allowance
1 year and less than 2 years	3 months' pay
2 years and less than 3 years	6 months' pay
3 years and less than 5 years	9 months' pay
5 years and less than 10 years	12 months' pay
10 years and less than 15 years	12 months' pay
15 years and over	12 months' pay

In the case of an employee with less than one year's service, five days' pay, computed by multiplying by 5 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied, for each month in which the employee performed service, will be paid as the lump sum.

Length of service shall be computed as provided in Section 7(b) of the Washington Job Protection Agreement, as follows:

For the purposes of this arrangement, the length of service of the employee shall be determined from the date the employee last acquired an employment status with the employing carrier and the employee shall be given credit for one month's service for each month in which the employee performed any service (in any capacity whatsoever) and twelve (12) such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization, the employee will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

(13)(b) One month's pay shall be computed by multiplying by 30 the normal daily earnings (including regularly scheduled overtime but excluding other overtime payments) received by the employee in the position last occupied prior to time of the employee's dismissal as a result of the Project.

(14) Whenever used herein, unless the context requires otherwise, the term "protective period" means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of six (6) years therefrom, provided, however, that the protective period for any particular employee during which the employee is entitled to receive the benefits of these provisions shall not continue for a longer period following the

FY 2024 Special Section 5333 (b) Warranty

date the employee was displaced or dismissed than the employee's length of service, as shown by the records and labor agreements applicable to his/her employment prior to the date of the employee's displacement or dismissal.

(15)(a) In the event that employee(s) are represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement, not otherwise governed by paragraph 12(c), the Labor-Management Relations Act, as amended, the Railway Labor Act, as amended, or by impasse resolution provisions in a collective bargaining or protective arrangement involving the Recipient and the Union, which cannot be settled by the parties thereto within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties. In the event they cannot agree upon such procedure, the dispute, claim, or grievance may be submitted at the written request of the Recipient or the Union to final and binding arbitration. Should the parties be unable to agree upon the selection of a neutral arbitrator within ten (10) days, any party may request the American Arbitration Association to furnish, from among arbitrators who are then available to serve, five (5) arbitrators from which a neutral arbitrator shall be selected. The parties shall, within five (5) days after the receipt of such list, determine by lot the order of elimination and thereafter each shall, in that order, alternately eliminate one name until only one name remains. The remaining person on the list shall be the neutral arbitrator. Unless otherwise provided, in the case of arbitration proceedings, under paragraph (5) of this arrangement, the arbitration shall commence within fifteen (15) days after selection or appointment of the neutral arbitrator, and the decision shall be rendered within forty-five (45) days after the hearing of the dispute has been concluded and the record closed. The decision shall be final and binding. All the conditions of the arrangement shall continue to be effective during the arbitration proceedings.

(15)(b) The compensation and expenses of the neutral arbitrator, and any other jointly incurred expenses, shall be borne equally by the Union(s) and Recipient, and all other expenses shall be paid by the party incurring them.

(15)(c) In the event that employee(s) are not represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement which cannot be settled by the Recipient and the employee(s) within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding dispute settlement procedure acceptable to the parties, or in the event the parties cannot agree upon such a procedure, the dispute or controversy may be referred to the Secretary of Labor for a final and binding determination.

FY 2024 Special Section 5333 (b) Warranty

(15)(d) In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be the obligation of the employee or the representative of the employee to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of the Recipient to prove that factors other than the Project affected the employee. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee. (See Hodgson's Affidavit in Civil Action No. 825-71).

(16) The Recipient will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by this arrangement may file a written claim of its violation, through the Union, or directly if the employee is outside the bargaining unit, with the Recipient within sixty (60) days of the date the employee is terminated or laid off as a result of the Project, or within eighteen (18) months of the date the employee's position with respect to his/her employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim. Unless such claims are filed with the Recipient within said time limitations, the Recipient shall thereafter be relieved of all liabilities and obligations related to the claim.

The Recipient will fully honor the claim, making appropriate payments, or will give notice to the claimant or his/her representative of the basis for denying or modifying such claim, giving reasons, therefore. If the Recipient fails to honor such claim, the Union or non-bargaining unit employee may invoke the following procedures for further joint investigation of the claim by giving notice in writing. Within ten (10) days from the receipt of such notice, the parties shall exchange such factual material as may be requested of them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third party such additional factual materials as may be relevant. In the event the Recipient rejects the claim, the claim may be processed to arbitration as hereinabove provided by paragraph (15).

(17) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements or otherwise; provided that there shall be no duplication of benefits to any employee, and, provided further, that any benefit under this arrangement shall be construed to include the conditions, responsibilities, and obligations accompanying such benefit. This arrangement shall not be deemed a waiver of any rights of any Union or of any represented employee derived from any other agreement or provision of federal, state or local law.

(18) During the employee's protective period, a dismissed employee shall, if the employee so requests, in writing, be granted priority of employment or reemployment to fill any vacant position within the jurisdiction and control of the Recipient reasonably comparable to that which the employee held when dismissed, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21) herein, for which the employee is, or by training or retraining can become, qualified; not, however, in contravention of collective bargaining agreements related thereto. In the event such employee requests such training or re-training to fill such vacant position, the Recipient shall provide for such training or re-training at no cost to the employee. The employee shall be paid the salary or hourly rate provided for in the applicable collective bargaining agreement or otherwise established in personnel policies or practices for such position, plus any displacement allowance to which the employee may be otherwise entitled. If such dismissed employee who has made such request fails, without good cause, within ten (10) days to accept an offer of a position comparable to that which the employee held when dismissed for which the employee is qualified, or for which the employee has satisfactorily completed such training, the employee shall, effective at the expiration of such ten-day period, forfeit all rights and benefits under this arrangement.

As between employees who request employment pursuant to this paragraph, the following order where applicable shall prevail in hiring such employees:

(a) Employees in the craft or class of the vacancy shall be given priority over employees without seniority in such craft or class;

(b) As between employees having seniority in the craft or class of the vacancy, the senior employees, based upon their service in that craft or class, as shown on the appropriate seniority roster, shall prevail over junior employees;

(c) As between employees not having seniority in the craft or class of the vacancy, the senior employees, based upon their service in the crafts or classes in which they do have seniority as shown on the appropriate seniority rosters, shall prevail over junior employees.

(19) The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient has received federal assistance under the Federal Transit statute and has agreed to comply with the provisions of 49 U.S.C., Section 5333(b). This notice shall also specify the terms and conditions set forth herein for the protection of employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of this arrangement and to the proper determination of any claims arising thereunder.

(20) In the event the Project is approved for assistance under the statute, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the applicant for federal funds and between the applicant and any recipient of federal funds; provided, however, that this arrangement shall not merge into the contract

FY 2024 Special Section 5333 (b) Warranty

of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his/her representative, in accordance with its terms, nor shall any other employee protective agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

(21) This arrangement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by reason of the arrangements made by or for the Recipient to manage and operate the system.

Any person, enterprise, body, or agency, whether publicly - or privately-owned, which shall undertake the management, provision and/or operation of the Project services or the Recipient's transit system, or any part or portion thereof, under contractual arrangements of any form with the Recipient, its successors or assigns, shall agree to be bound by the terms of this arrangement and accept the responsibility with the Recipient for full performance of these conditions. As a condition precedent to any such contractual arrangements, the Recipient shall require such person, enterprise, body or agency to so agree.

(22) In the event of the acquisition, assisted with Federal funds, of any transportation system or services, or any part or portion thereof, the employees of the acquired entity shall be assured employment, in comparable positions, within the jurisdiction and control of the acquiring entity, including positions in the employment of any entity bound by this arrangement pursuant to paragraph (21). All persons employed under the provisions of this paragraph shall be appointed to such comparable positions without examination, other than that required by applicable federal, state or federal law or collective bargaining agreement, and shall be credited with their years of service for purposes of seniority, vacations, and pensions in accordance with the records of their former employer and/or any applicable collective bargaining agreements.

(23) The employees covered by this arrangement shall continue to receive any applicable coverage under Social Security, Railroad Retirement, Workmen's Compensation, unemployment compensation, and the like. In no event shall these benefits be worsened as a result of the Project.

(24) In the event any provision of this arrangement is held to be invalid, or otherwise unenforceable under the federal, state, or local law, in the context of a particular Project, the remaining provisions of this arrangement shall not be affected and the invalid or unenforceable provision shall be renegotiated by the Recipient and the interested Union representatives, if any, of the employees involved for purpose of adequate replacement under Section 5333(b). If such negotiation shall not result in mutually satisfactory agreement any party may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements for application only to the particular

FY 2024 Special Section 5333 (b) Warranty

Project, which shall be incorporated in this arrangement only as applied to that Project, and any other appropriate action, remedy, or relief.

(25) If any employer of the employees covered by this arrangement shall have rearranged or adjusted its forces in anticipation of the Project, with the effect of depriving an employee of benefits to which the employee should be entitled under this arrangement, the provisions of this arrangement shall apply to such employee as of the date when the employee was so affected.

C. Acceptance of Special Section 5333(b) Warranty

I, (Name and Title) Aaron Church, County Manager
(Name and Title)

do hereby certify that

Rowan County

(Legal Name of Applicant/Recipient)

has agreed to the terms and conditions of this Warranty; will accept this agreement as part of the contract of assistance with the North Carolina Department of Transportation; and **will post, in a prominent and accessible place, the terms and conditions of the Warranty with a notice stating that the Recipient has received federal assistance under the Federal Transit statute and has agreed to comply with these terms.**

Signature of Authorized Official

Date

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner, Finance Director
DATE: 2/20/23
SUBJECT: Consider Farm Lease Agreement with Bobby Waller

ATTACHMENTS:

Description	Upload Date	Type
Lease Agreement	2/14/2023	Cover Memo
Map	2/14/2023	Cover Memo

NORTH CAROLINA

ROWAN COUNTY

FARM LEASE

THIS LEASE is entered into this ____ day of _____, 2023, by and between Rowan County, a political subdivision of the State of North Carolina ("Landlord"), and Bobby Waller Farms, LLC, a North Carolina limited liability company ("Tenant").

Witnesseth:

Whereas, Rowan County, as Landlord, has determined that this Lease Agreement is in the best interest of the County and has provided the statutorily required notice and adopted a Resolution consistent therewith pursuant to NCGS 160A-272; and

Now, therefore, Landlord desired to lease to Tenant and Tenant desired to lease from Landlord that certain Leased Area described below on the terms and conditions set forth:

- 1. Demise and Property.** The Landlord leases to the Tenant, to occupy and use for agricultural and related purposes that certain real property (the "Premises"), including buildings and improvements, located in **Rowan County**, North Carolina, and more particularly described as: approximately 30 acres adjacent to the Rowan County Landfill more specifically outlined and shown on the attached Exhibit A.
- 2. Term.** The initial term of this Lease shall run for a period of One (1) year, to commence on the ____ day of _____, 2023. Tenant may record a Memorandum of Lease with the Rowan County Register of Deeds if desired.
 - 2.1 Renewal Term.** This lease shall automatically renew for successive one-year terms so long as Tenant continues to plant and harvest crops on the premises and unless terminated by written notice of Landlord or Tenant more than ninety (90) days prior to the end of a Term; provided, however, this Lease shall not extend beyond ten (10) years.
- 3. Rent.** Tenant agrees and covenants to pay to Landlord or to such other persons or entities as Landlord may from time to time designate in writing, the annual fixed rent of seventy and no/100 dollars (\$70.00) per acre for a total annual Rent Amount of two thousand one hundred and no/1000 dollars (\$2,100.00) for the entire premises.

3.1 Payment Date. The annual payment identified in Section 3 above is due **on the ___ day of _____ each year** and continuing on the same day of each year thereafter if renewed.

3.2 Late Charges. In the event Tenant fails to pay any rent within five days of when due, the Tenant shall pay to Landlord a late charge equal to 5% of the amount due to compensate Landlord for the extra costs incurred as a result of such late payment.

3.3 Rent Increases. Rent shall be reviewed on an annual basis and shall remain the same unless agreed in writing by Landlord and Tenant.

4. Purpose. The Property is to be used by Tenant for agriculture and related purposes.

4.1 Use of Land. Landlord permits, authorizes, and consents to Tenant's undertaking all activities incident to agricultural uses of the Premises, including:

All farming practices shall demonstrate respect for sustainability;
Growing vegetables, herbs, berries and flowers;
Field crops and cover crops;

4.2 Prohibited Uses. Tenant may not, without the prior written consent of Landlord, engage in any of the following activities on said parcels:

Add fencing or other structures. The specific location of any proposed structure must be approved by Landlord.

Because Landlord's property is heavily regulated by state and federal agencies for ground chemicals, Tenant shall provide a list of chemicals to be used or sprayed on the Premises, and Landlord shall approve such use including the schedule and amounts. Landlord understands Tenant's need for certain chemicals and will work with Tenant in good faith to accommodate Tenant's spray schedule.

Any prohibited use can be permitted with the written consent of the Landlord. Landlord may approve, disapprove, require more information, or require certain modifications to the proposed improvement.

5. Covenants.

5.1 Landlord Covenants. The Landlord covenants with the Tenant:

To allow the Tenant full use of the Lands that comprise the Leased Premises beginning on the Commencement Date and ending on the Termination Date;

To allow Tenant reasonable access to the Premises; provided, however, Landlord understands that Tenant may need access outside regular operating hours but prefers

Tenant access to be during regular business operating hours. Landlord and Tenant shall work together in good faith to provide such access.

5.2 Tenant Covenants. Tenant covenants with the Landlord:

To pay all amounts payable by the Tenant to the Landlord under this Lease (collectively the "Rent");

To use the Leased Premises only for the permitted purposes listed above or any permitted purpose that Landlord later gives written permission to do;

To comply with present and future laws, regulations and orders relating to the occupation and use of the Leased Premises;

To permit the Landlord to enter the Leased Premises at any time outside normal business hours in case of an emergency and otherwise during normal business hours where such will not unreasonably disturb or interfere with the Tenant's use of the Leased Premises or operation of its business, to examine or inspect the Leased Premises;

To hold Landlord harmless against any damages to Tenant's crops that is the result of governmental testing or compliance, including testing, remediation, and/or drilling for ground contamination or ground water testing. Landlord agrees to work with the Tenant to the extent possible to reduce the potential damage for such access and testing and remediation work; and

To be respectful of the Landlord's property and business that take place on the surrounding property.

6. Best Management Practices. Tenant agrees to employ standard best management practices.

Tenant agrees to comply with all federal, state, and local laws, regulations, ordinances, decrees, and rulings in connection with the use of the premises and any agricultural or other activities conducted thereon, including but not limited to any and all regulations, directives, and procedures necessary to ensure that Landlord continues to qualify for Current Use status under the State's tax code.

7. Improvement of the Premises.

7.1 Landlord Improvements. Landlord may build improvements related to its adjacent use as landfill operations, as the need arises, with the consent of the Tenant. To the extent such improvements reduce the total acreage, the Rent Amount shall be adjusted accordingly.

7.2 Tenant Improvements. The Tenant may at its expense make improvements, additions or alterations to the Property throughout the term of this Lease with the written consent of the Landlord.

7.3 Removal of Improvements by Tenant. Improvements made under this Lease that are capable of severance may be removed by Tenant at any time or within 30 days after termination of the lease even though they may be fixtures, provided that Tenant leaves in good condition that part of the farm from which such improvements are removed. Improvements not capable of severance shall become the property of Landlord at termination of the lease without compensation to the Tenant. For alterations requiring approval from Landlord, Landlord and Tenant may agree whether such alteration is removable by Tenant.

8. Taxes. Landlord shall be responsible for real estate taxes on the Property.

9. Utilities. Tenant understands that there are no utilities available.

10. Care and surrender of the Premises. Tenant shall commit no waste on the Premises. Upon any termination of this Lease, Tenant shall surrender possession of the Premises, without notice, in as good condition as at the commencement of the term, reasonable wear and tear and casualty beyond the Tenant's control being excepted. Tenant shall be responsible for any environmental clean-up required by the proper authorities, which contamination resulted from Tenant's activities.

11. Entry by Landlord. Landlord, Landlord's agents and representatives may, at any reasonable time and at least once each year, enter the Property for the purpose of inspecting, testing, remediating soil or water condition; provided, however, that, in so doing, Landlord, Landlord's agents or representatives will endeavor to avoid interfering with the use and occupancy of the Property by Tenant.

12. Indemnity. Tenant shall indemnify Landlord against, and hold Landlord harmless from, all claims, demands, and/or causes of action, including all reasonable expenses of Landlord incident to such proceedings, for injury to, or death of any person, or loss of, or damage to, any property, where such claims, demands, and/or causes of action are not caused by the negligence, omission, intentional act or breach of contractual duty of or by Landlord or anyone for whom Landlord is responsible. Tenant's agreement to indemnify Landlord must include, but not be limited to, all claims, demands, and/or causes of action, including all reasonable expenses of Landlord, arising from any hazardous waste generated by Tenant.

13. Insurance. Tenant shall obtain and keep in effect general liability insurance against any and all claims for personal injury or property damage occurring in or upon the Premises in amounts approved by Landlord during the term of the Lease and any extensions.

14. Assignment or subletting. Tenant does not have the right to assign or sublet this Lease without Landlord's written consent.

15. Minerals. Nothing in this Lease confers upon the Tenant the right to minerals underlying the Property.

16. Default.

- 16.1 Tenant Default. In the event Tenant fails to pay when due any of the rentals provided for in Section 4 or fails to promptly keep and perform any other covenant in this Lease, Landlord, prior to taking any other action, shall give Tenant written notice specifying the default(s). Tenant shall have thirty (30) days after receipt of said notice to correct any rental default and thirty (30) days to correct any other default(s). If Tenant fails to correct the default(s) within the specified time periods, the Landlord may: (a) terminate this Lease and re-enter the Property, with or without process of law, and take possession by reasonable force; or (b) relet the Property at the best rental obtainable, Tenant to remain liable for the deficiency, if any, between the rental received by Landlord on any reletting and the rental provided for in this Lease.
- 16.2 Landlord Default. Should there be any default or breach of this Lease on the part of Landlord, Tenant shall give Landlord notice, and should Landlord fail to correct such breach or default within thirty (30) days after such notice, the Tenant may remedy such breach or default and deduct the reasonable cost, including interest on same, from rentals due or to become due Landlord, or pursue any other legal or equitable remedy to which it is entitled. If Tenant has not been reimbursed for its reasonable cost in remedying Landlord's breach or default at the expiration of the last term of this Lease, or if Landlord is indebted to Tenant because of a breach or default of this Lease at the expiration of the last term, Tenant may, at its option, extend this Lease on the same terms and conditions as provided until such costs and indebtedness are fully paid by application to rent.
- 16.3 Diligence to Cure. If any default occurs, other than in the payment of money, which cannot with due diligence be cured within a period of thirty (30) days, and if the defaulting party commences to eliminate the causes of such default within said thirty (30) day period and proceeds diligently and with reasonable dispatch to take all steps and do all work required to cure such default and does cure the default(s), then the non-defaulting party does not have the right to declare the Lease terminated by reason of such default.
- 17. Waiver.** The failure of Landlord or Tenant to insist upon prompt and strict performance of any of the terms, conditions or undertakings of this Lease, or to exercise any option conferred, in any one or more instances, except as to the option to extend or renew the term, shall not be construed as a waiver of the same or any other term, condition, undertaking or option.
- 18. Parties Bound.** The terms, covenants, agreements, conditions and undertakings contained in this Lease shall be binding upon and shall inure to the benefit of the heirs, successors in interest and assigns of the parties. Where more than one party shall be the landlord in this Lease, the word "Landlord", whenever used in the Lease, includes all Landlords jointly and severally.
- 19. Entire Agreement, Modification, Severability.** This Lease, its Exhibits and any Addenda contain the entire agreement between the parties, and no representations, inducements, promises or agreements, oral or otherwise, entered into prior to the execution of this Lease will alter the covenants, agreements and undertakings set forth. This Lease shall not be

modified in any manner, except by an instrument in writing executed by the parties. If any term or provision of this Lease or its application to any person or circumstance is invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, is not affected and each term and provision of this Lease is valid and be enforceable to the fullest extent permitted by law.

- 20. Liens.** Tenant must keep the Property free from any liens arising from any labor performed by or on behalf of, or materials furnished to Tenant, or other obligations incident to its use or occupancy. If any lien attaches, and the same is not released by payment, bond or otherwise, within twenty (20) days after Landlord notifies Tenant, Landlord has the option to discharge the same and Tenant shall reimburse Landlord promptly. Nothing contained in this Lease is deemed to deny Tenant the right to contest the validity of any such lien. Nothing in this Lease shall be construed as consent by Landlord to Tenant to make any alteration, improvement or installation or addition so as to give rise to any right to any laborer or material-person to file any mechanic's lien or any notice, or any other lien purporting to affect Landlord's property.
- 21. No Partnership Intended.** It is particularly understood and agreed that this Lease is not deemed to be nor intended to give rise to a partnership relationship.
- 22. Transfer of Property.** All transfers of the Property are subject to the provisions of this Lease.
- 23. Binding on Heirs.** The provisions of this Lease shall be binding upon the heirs, executors, administrators, and successors of both Landlord and Tenant in like manner as upon the original parties, except as provided by mutual written agreement.
- 24. Mediation.** Any differences between the parties as to their several rights or obligations under this Agreement not settled by mutual agreement after thorough discussion must be submitted for mediation. The mediator must be knowledgeable of the subject matter of the dispute and shall be agreed upon by the parties. The disputing parties shall share equally the cost of the mediator. If the parties cannot agree upon a mediator or if the dispute cannot be resolved by mediation, the parties may then pursue their claims in a court of law in the State of North Carolina.
- 25. Governing law.** This Lease shall be governed by the laws of the State of North Carolina.

{Signature Page Follows}

IN WITNESS WHEREOF, the parties have caused this Lease to be duly executed as of the day and year first above written.

Signed and acknowledged in our presence:

LANDLORD: ROWAN COUNTY

BY:

Gregory C. Edds, Chairman

TENANT: BOBBY WALLER FARMS, LLC

BY:

Bobby Waller, Member/Manager

EXHIBIT A
LEGAL DESCRIPTION
LEASED PREMISES

Farmland Lease at Rowan County Landfill



ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Aaron Poplin
DATE: 2/08/23
SUBJECT: Consider Family Subdivision Waiver FSW 01-23

Jeramy Goodman is requesting a family subdivision waiver to allow for a 4th new lot in the existing family subdivision off of Gheen Rd, further referenced as Rowan County Tax Parcel 305 096. Jason Goodman plans to receive a new lot from the property he joint owns with his father and brothers.

- Receive staff report
- Petitioner comments
- Receive Public Comment
- Approve / Deny / Table FSW 01-23

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	2/8/2023	Cover Memo
Letter from Petitioner	2/8/2023	Cover Memo
GIS Map	2/8/2023	Cover Memo



Rowan County Planning and Development Department

402 North Main Street • Salisbury, N.C. 28144-4341

Planning: 704-216-8588 Fax: 704-638-3130

MEMORANDUM

TO: Chairman Edds and Rowan County Board of Commissioners
FROM: Aaron Poplin, Planner
DATE: February 8th, 2023
RE: **FSW 01-23**

SUGGESTED BOARD OF COMMISSIONERS ACTION

- ☐ Receive staff report ☐ Petitioner comments ☐ Receive Public Comment
☐ Approve / Deny / Table **FSW 01-23**

REQUEST AND BACKGROUND

Jeramy Goodman is requesting a family subdivision waiver to allow for a 4th new lot in the existing family subdivision off of Gheen Rd, further referenced as Rowan County Tax Parcel 305 096. Jason Goodman plans to receive a new lot from the property he joint owns with his father and brothers.

In 2021 James Goodman divided three tracts off of his approximate 100 acre property. Lot one was deeded to his son Jeffery Goodman, lot two was deeded to his son Jeramy Goodman, and lot three to himself. The 90 acre residual tract was placed in joint ownership of Jeramy, James, Jeffery, and Jason goodman. Now Jason Goodman is looking to build a house on the property and needs his own lot.

Jeramy Goodman has indicated that they may come back to the Board for future waivers once other immediate family members come of age and get ready to build homes.

FAMILY SUBDIVISIONS

One of the reasons Rowan County adopted a Subdivision Ordinance was in response to maintenance issues often created by private roads, especially those providing access to a significant number of residences. Requirements specified new divisions could only be established on property containing sufficient public road frontage for both the new and residual lot and where new roads were constructed to meet NCDOT standards. In lieu of these options, the ordinance established a process where a property owner could convey parcels to their immediate family members for the purpose of establishing new residences.

WAIVER PROCESS

The family subdivision waiver process provides the BoC an option to consider relaxing one or more of the family subdivision requirements in a legislative process rather than quasi-judicial (variance through the Board of Adjustment) when undue hardship may result from strict compliance. Traditionally, the BoC have considered waivers for families seeking more than three (3) new lots, or conveyance to family members outside the “immediate family”. Requests are considered based on the below four (4) criteria with a simple majority needed to approve or deny.

STAFF REVIEW

In accordance with Section 22-54 of the Subdivision Ordinance, the BoC Should Consider the following (4) criteria and ensure the waiver “shall not be detrimental to the county and the area surrounding the subdivision”. Staff provides the following comments:

Nature of the proposed subdivision: The proposed subdivision is a family subdivision resulting in one (1) new parcel, for a total of five (5) parcels.

Existing use of the land in the vicinity: The surrounding land uses are residential and agricultural.

Number of persons to reside or work in the proposed subdivision: The five lots will be occupied by the Goodman family. Each lot will be deeded as follows:

Lot 1. Jeffery Goodman.

Lot 2. Jeramy Goodman.

Lot 3. James Goodman.

Lot 4. Jason Goodman.

Residual. James, Jason, Jeramy, and Jeffery Goodman.

Probable effect of the proposed subdivision upon traffic conditions in the vicinity: Traffic count information provided by NCDOT’s Comprehensive Transportation Plan (CTP) estimates a carrying capacity of 13,600 average vehicles per day. The most recent

traffic count estimates from 2016 tallied 660 average daily trips along that section of Gheen Road.

STAFF COMMENTS

This waiver process was established to give the BoC the ability to waive certain requirements of the family subdivision standards in special situations. The subdivision ordinance allows for up to three new lots to be conveyed in a family subdivision administratively, which generally addresses most circumstances in the county. Historically the BoC has only received a handful of requests for large families, but the waiver process give the BoC an opportunity to consider potential impacts and conditions of approval, if warranted.

January 15, 2023

Please allow this letter to serve as our request to break off a piece of our land for another family member. Our land is Parcel #305-020 and is used for our family farm.

Currently our land is owned by James Lynn Goodman (father), Jeramy Lee Goodman (son), and Jeffrey Jason Goodman (son). We would like to break off a $\frac{3}{4}$ acre lot for James Heath Goodman (son).

Included is a map labeling each family members' lot and the lot we would like to distribute to James Heath Goodman.

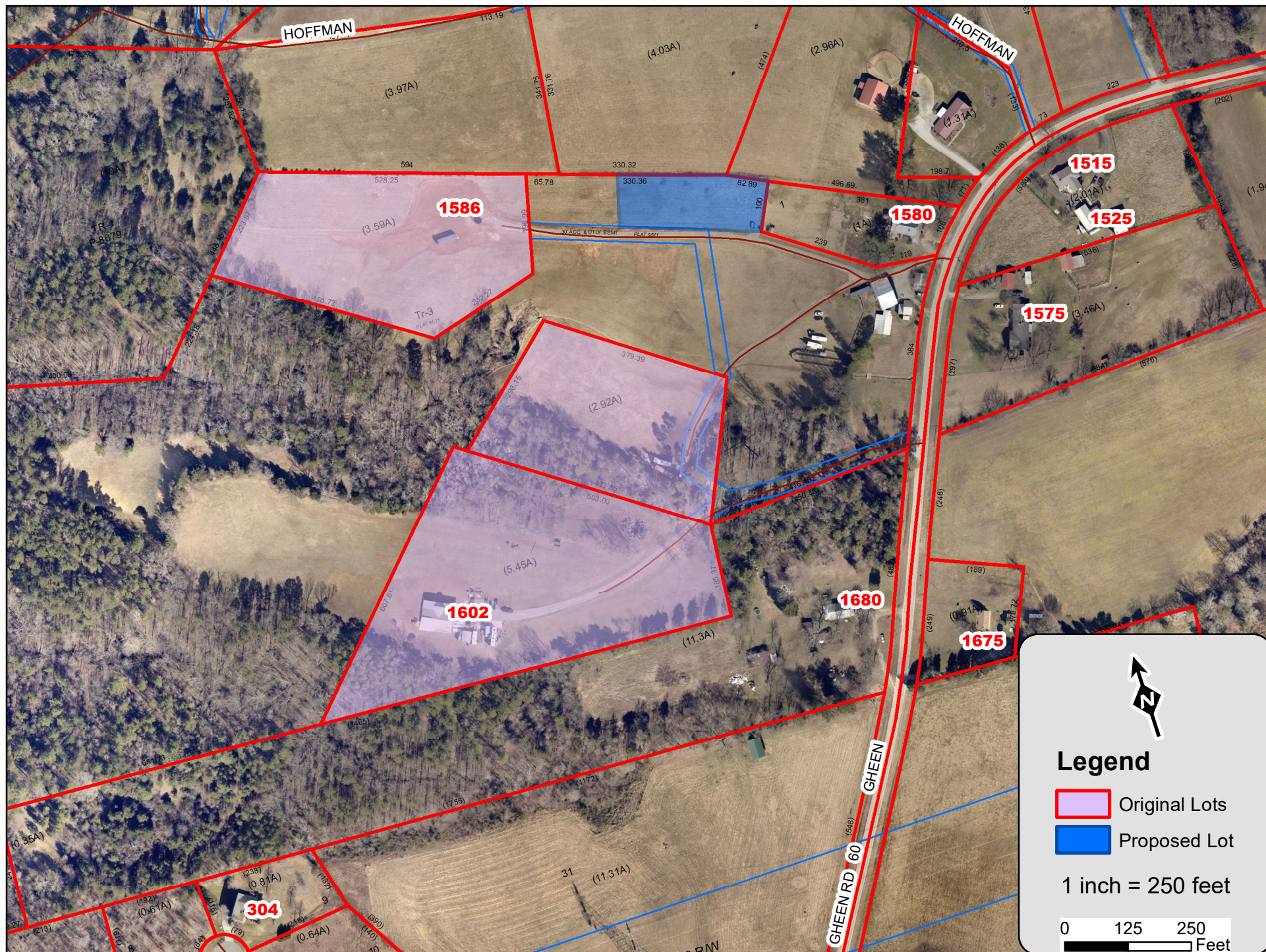
The Goodman family plans to continue to piece off land in the future to our immediate family as they become of age. At this time, we are only requesting the purchase and approval of the $\frac{3}{4}$ acre to James Heath Goodman to build a single family home as indicated on the map.

Thank you for your consideration.

James Lynn Goodman (owner / father) – Parcel #305-096

Jeramy Lee Goodman (owner / son) – Parcel #305-095

Jeffrey Jason Goodman (owner / son) – Parcel #305-094



ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Shane Stewart
DATE: February 8, 2023
SUBJECT: Consider Proposed Changes to Speedway Business Park Protective Covenants

Bowtie Properties LLC own three (3) lots in the Speedway Business Park, identified as Parcel IDs 401A-023, 025, & 031 along with an adjacent parcel to the north, identified as 401-019, which is not part of the park (see attached GIS map from applicant). Planning Staff met with the owners regarding their desire to recombine the eastern portion of 401-019 with the associated adjacent lot portions including the LGC Holdings LLC tract (401A-024) as noted on the map. The proposed reconfiguration would address buffer encroachments along the rear property line at two (2) of the lots and offer future expansion possibilities on the lots.

Planning Staff along with the County Attorney indicated the first step should be an amendment to the covenants to address the process of adding acreage to the park and ensuring the application of covenant standards. On behalf of Bowtie Properties, attorney Hank Niblock prepare a draft of proposed changes to the Speedway Business Park Protective Covenants to address the following:

1. Language to address new land added to the park and ensure covenant application;
2. Allow lots 11 & 12 to be sold and be subject to the covenants for signage and landscaping only (Bowtie is interested in purchasing these "lots". This is merely an enabling measure should the county entertain offers;
3. Flexibility on loading areas and fencing standards;
4. Miscellaneous clean up text.

Staff informed Bowtie they will need to apply for a rezoning and special use permit to accommodate the request if the covenants were amended.

The draft has been reviewed by the County Attorney and deemed acceptable.

If acceptable by the Commission in the current form, make a motion to approve amended covenants and authorize the Chairman to sign after other property owner signatures collected.

ATTACHMENTS:

Description	Upload Date	Type
Draft of Proposed Covenant Changes	2/8/2023	Exhibit
GIS Map	2/8/2023	Exhibit
Speedway Business Park Plat	2/8/2023	Exhibit
Current Protective Covenants (Recorded Version)	2/8/2023	Exhibit
Clean Version of Proposed Draft	2/8/2023	Exhibit

**AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS
SPEEDWAY BUSINESS PARK
SALISBURY, NORTH CAROLINA**

This amended and restated declaration of covenants, conditions and restrictions (the “Covenants”) ~~is made as of April 19, 2004,~~ this day of February, 2023 by Rowan County (the “Declarant”) and all of the undersigned lot owners of Speedway Business Park in Rowan County, North Carolina.

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~~WHEREAS, the Declarant is the owner of certain real property known as Speedway Business Park and located in Rowan County, North Carolina as hereinafter described on Exhibit A attached hereto and incorporated herein; and~~

~~WHEREAS, Declarant, for the use and benefit of Rowan County, desires to place and impose on the hereafter described real property the following conditions, covenants, reservations, easements, liens and restrictions to insure the proper use, development, maintenance and improvements thereof; to protect against the construction of improvements and structures of improper or unsuitable materials thereon; to insure compliance with all applicable zoning ordinances, building codes and environmental laws and regulations; and to otherwise provide for the construction and development of first quality improvements thereon;~~

WHEREAS, on April 19, 2004, Declarant enacted the original declaration of protective covenants for Speedway Business Park to insure the proper use, development, maintenance and improvements thereof; to protect against the construction of improvements and structures of improper or unsuitable materials thereon; to insure compliance with all applicable zoning ordinances, building codes and environmental laws and regulations; and to otherwise provide for the construction and development of first quality improvements thereon.

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WHEREAS, to ensure the enforceability of and to amend portions of the Covenants contained herein, Declarant and all of the current lot owners of Speedway Business Park wish to amend and restate the Covenants as follows.

NOW, THEREFORE, in consideration ~~of the premises and~~ of the mutual benefit and duties herein contained, the Covenants are hereby amended and restated. Declarant hereby declares that

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Lot 1 through and including Lot 12 of the parcel of real property described in Exhibit A, and as recorded in Plat Book 9995, Page 5310 (the "Property"), and all portions divided therefrom subdivided or added thereto therefrom, with the exception of Parcel 11s-1, 11, and 12, shall be subject to, and held, sold and conveyed subject to the following conditions, covenants, reservations, easements, liens and restrictions, all of which shall run with, and benefit and burden, the real property described in Exhibit A and be binding on and inure to the benefit of all parties having any right, title or interest therein, together with their heirs, successors and assigns. Parcel 11 is covered by a prior lease agreement and shall be exempt from subject the Covenants so long as it is used as a quarter midget racing facility operated by the Quarter Midget Association of North Carolina. If such use ever ceases, Parcel 11, shall at that time, become subject to all covenants, reservations, easements, liens and restrictions contained herein.

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1. The Property subject to these Covenants shall be limited exclusively to non-residential use. Chapter 47F of the North Carolina General Statutes shall not apply to Speedway Business Park.
2. Lot 1 and Lot 12 of the Property shall be used exclusively for signage and landscaping surrounding the public right-of-way leading into Speedway Business Park and shall not be otherwise developed. The owners of Lot 1 and Lot 12 shall be responsible for the maintenance and landscaping of their respective lot. Should the owners of Lot 1 and/or Lot 12 fail to comply with this Paragraph Two, the Declarant may, in its sole and exclusive discretion, have the option of maintaining any signage or landscaping on Lot 1 and/or Lot 12 and the cost of such work shall constitute a lien on the said premises in favor of Declarant and against the respective lot owner. Subject to the restrictions of use as set forth in this Paragraph Two, the owners of Lot 1 and Lot 12 may enhance or otherwise modify their respective lot only upon the written approval of the Declarant or its authorized representative.
1. The Pproperty herein described or any portion thereof conveyed shall not be subdivided by sale or otherwise into smaller tracts or parcels without the prior written consent of Declarant or its authorized representative.
3.
2. 2. No noxious, offensive or illegal trade or activity shall be conducted on any property at the Property, nor shall anything be done thereon which may be or become a nuisance to the other Pproperty owners.
4.
3. 3. The following uses of Speedway Business Park the Property shall not be permitted: commercial farming of animals, abattoirs, junk yards, a business of storage or processing of scrap materials and tanning of animal hides. Any other use of Speedway Business Park the Property, or any portion thereof shall require the prior written approval of Declarant or its authorized representative.

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~~4.~~ ~~4.~~ Temporary structures shall not be permitted except those of an owner, contractor or sub-contractor during the construction of improvements.

~~6.~~

~~5.~~ ~~5.~~ The minimum building setback from the street right of way shall be 75 feet for all parcels except #2 which shall be 50 feet and the minimum setback for parking areas shall be 10 feet. The side yard setback shall be a minimum of 15 feet. The rear yard setback shall be a minimum of 25 feet unless noted on the plat as more than 25 feet in which case the setback shown on the plat shall be complied with.

~~7.~~

~~6.~~ ~~6.~~ Off street parking sufficient for the intended use of the lot shall be provided. On street parking shall be prohibited.

~~8.~~

~~7.~~ ~~7.~~ The areas that are unimproved, where no building structure or paving exists, between the road right of way and the building shall be landscaped.

~~9.~~

~~8.~~ ~~8.~~ It is intended that a premium be placed on the preservation of the natural tree cover and other unique characteristics of the landscape, including wetlands. No free-standing trees in the landscaped or unimproved area having a trunk diameter of 6 inches or more at 3 feet above grade shall be removed and no wetland shall be disturbed without the written approval of Declarant or its authorized representative.

~~10.~~

~~9.~~ ~~9.~~ Walls facing a road or street must be finished on the exterior with architectural masonry units such as finished face brick, stone, precast concrete, drivet, or their equivalent as approved in writing by Declarant or its authorized representative, excluding such materials as concrete and plain cinder block, unless otherwise approved by Declarant or its authorized representative. Such exterior wall materials shall be detailed on the Elevation Plan.

~~11.~~

~~10.~~ ~~10.~~ Storage areas, tanks, and trash containers, etc., shall be completely screened from public view.

~~12.~~

~~11.~~ ~~11.~~ Exterior signs shall be located in the front landscape area and may be illuminated with ground lights. Freestanding signs shall be limited to one per parcel, not extend more than 10 feet above the ground level, and be a maximum of 50 square feet in area. A single wall sign shall be allowed on the front of the building with a maximum area of 2 square feet per linear foot of building facing the street. No wall sign, however, may exceed 100 square feet.

~~13.~~

~~12.~~ ~~12.~~ All utility services, including telephone and electric service, shall be underground.

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14.

~~13.~~ ~~13.~~ All building plans and specifications shall be submitted to the Declarant or its authorized representative for written approval prior to any construction. The Declarant or its authorized representative must respond within 30 days of the submittal or thereafter the request shall be deemed approved. The plans and specifications submitted shall include, but not be limited to the following:

15.

~~a.~~ ~~a.~~ —A topographical plot showing existing contour grades, major trees and the location of all improvements, buildings, structures, walks, patios, driveways, fences and walls. Existing and finished grades shall be shown at lot corners and at corners of proposed improvements. Lot drainage provisions shall be indicated as well as cut and fill details if any appreciable change in the lot contours are contemplated.

~~a.~~

~~b.~~ ~~b.~~ —Exterior Elevations.

~~b.~~

~~e.~~ ~~e.~~ —Exterior materials, colors, textures, and shapes.

~~c.~~

~~d.~~ ~~d.~~ —Landscaping plan, including walkways, fences and walls, elevation changes, watering systems, vegetation, and ground cover.

~~d.~~

~~e.~~ ~~e.~~ —Parking area and driveway plan.

~~c.~~

~~f.~~ ~~f.~~ —Screening, including size, location and method.

~~f.~~

~~g.~~ ~~g.~~ —Utility connections and facilities and plans for the disposal of waste.

~~g.~~

~~h.~~ ~~h.~~ —Exterior illumination, including location and method.

~~h.~~

~~i.~~ ~~1.~~ Fire protection system.

~~i.~~

~~j.~~ ~~J.~~ Signs, including size, shape, color, location and materials a determination of 1) the extent of any noise, odor, glare, vibration, smoke, dust, gases, hazard, radiation, or liquid wastes that may be created and 2) whether or not the proposed

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use complies with then existing zoning ordinances, the Declaration, and other laws and governmental regulations applicable thereto.

~~14. 14.~~ Declarant reserves an easement and right of way over, under and along a ten-foot wide strip of land adjacent and parallel to the side and rear boundary lines of each tract (as may subdivided or added to) ~~herefrom~~ for the installation and maintenance of poles, lines, conduits, pipes and other equipment required to provide utility services.

~~16.~~

~~15. 15.~~ All truck loading docks shall be located in the rear of the building unless otherwise consented to in writing by Declarant. Loading docks may be allowed on the sides of the building, under special circumstances, with the written approval of the Declarant or its authorized representative. Truck dock areas shall be maintained in a clean and proper manner, free from trash and material storage.

~~17.~~

~~16. 16.~~ Any proposed use of vertical exhaust vents, smokestacks, antennae, mechanical housing or similar vertical attachments shall be subject to the approval of the Declarant or its authorized representative.

~~18.~~

~~17. 17.~~ All lighting shall be shielded source and/or directed away from normal viewing angles from roadways and adjacent buildings.

~~19.~~

~~18.~~ Any fence which is located in Grantee's a lot owner's front yard or otherwise in line-of-sight from any road shall be considered to be architectural in nature, subject to the approval of the Declarant or its authorized representative. Accordingly, the Declarant or its authorized representative shall approve and determine in writing the location, height, materials used and the type of screening required, if any. ~~Accordingly, the Declarant or its authorized representative shall approve the location, height, materials used and the type of screening required, if any.~~

~~20.~~

~~18. 19.~~ ~~The owner of any portion~~ All Property owners of the property shall, at all times, maintain and keep such portion of the property in a safe, clean and wholesome condition, comply in all respects with all governmental regulations and shall contain and promptly remove from the property any trash, garbage or rubbish of any kind or nature whatsoever which may accumulate on the portion of the property owned by such owner. In addition, such owner shall cut all grass, including the road right of way, and maintain all other landscaping in a neat and presentable condition on any portion of the property owned or occupied by such owner. Should the owner fail to comply with this requirement, the Declarant, or his authorized representative, in his sole and exclusive discretion, shall have the option of maintaining the premises and the cost of same such work shall constitute a lien on the said premises in favor of Declarant.

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21.

~~19. 20.~~ If at any time any building or other improvement on any part of the property is damaged or destroyed by any casualty or other occurrence, the owner of such portion of the property on which such building or other improvement was located shall promptly restore such building or improvement to the condition existing prior to such damage or destruction or raze such building or improvement and remove same from such portion of the property and landscape such portion of the property in a manner first approved by Declarant. Such restoration or razing shall be completed within 12 months from the incident of damage, destruction, casualty or other occurrence. Should the owner fail to comply with the requirement within the time above set forth, the Declarant or his authorized representative, in his sole and exclusive discretion, shall have the option of restoring or razing the damaged premise, and the cost of ~~same such work~~ shall constitute a lien on the said premises in favor of Declarant.

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22.

23. The Declarant shall retain the right to annex adjoining real property into Speedway Business Park. Such annexation shall be exercised at Declarant's sole discretion. Should property be annexed into Speedway Business Park, such real property shall be subject to these Covenants. Should any property that is annexed into Speedway Business Park contain buildings or other structures that do not comply with these Covenants, such building or structure shall be deemed legal, non-conforming and such lot owner shall not be deemed to be in violation of these Covenants, so long as the basis for any claimed violation arises from the building or structure deemed legal, non-conforming.

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~~20. 21.~~ The invalidation of any one of these ~~covenants or any covenant~~ Covenants specified herein shall in no way affect any of the other restrictions. The remaining restrictions and covenants shall remain in full force and effect. The failure to enforce any rights, reservations, restrictions, or conditions contained in this document, regardless of how long such failure shall continue, shall not constitute a waiver or a bar of such right to be enforced.

24.

~~21. 22.~~ This declaration of restrictive ~~covenants~~ covenants, and all parts thereof, shall be governed by, and construed, interpreted and controlled by and under the laws of the State of North Carolina.

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25.

~~26. 23.~~ Any restriction, etc. hereunder, or any portion thereof, may be altered, amended and modified by Declarant, or his heirs, successors and assigns, at any time, in his sole discretion, without the consent of any owner of any real property or portion thereof described on Exhibit A. However, any such amendment shall be prospective only and shall therefore not apply to these restrictions as to any person, firm or corporation having purchased any real property, or portion thereof, hereunder prior to the recording of such amendment.

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(<https://www.rowancountync.gov/885/Tax-Map-GIS>)

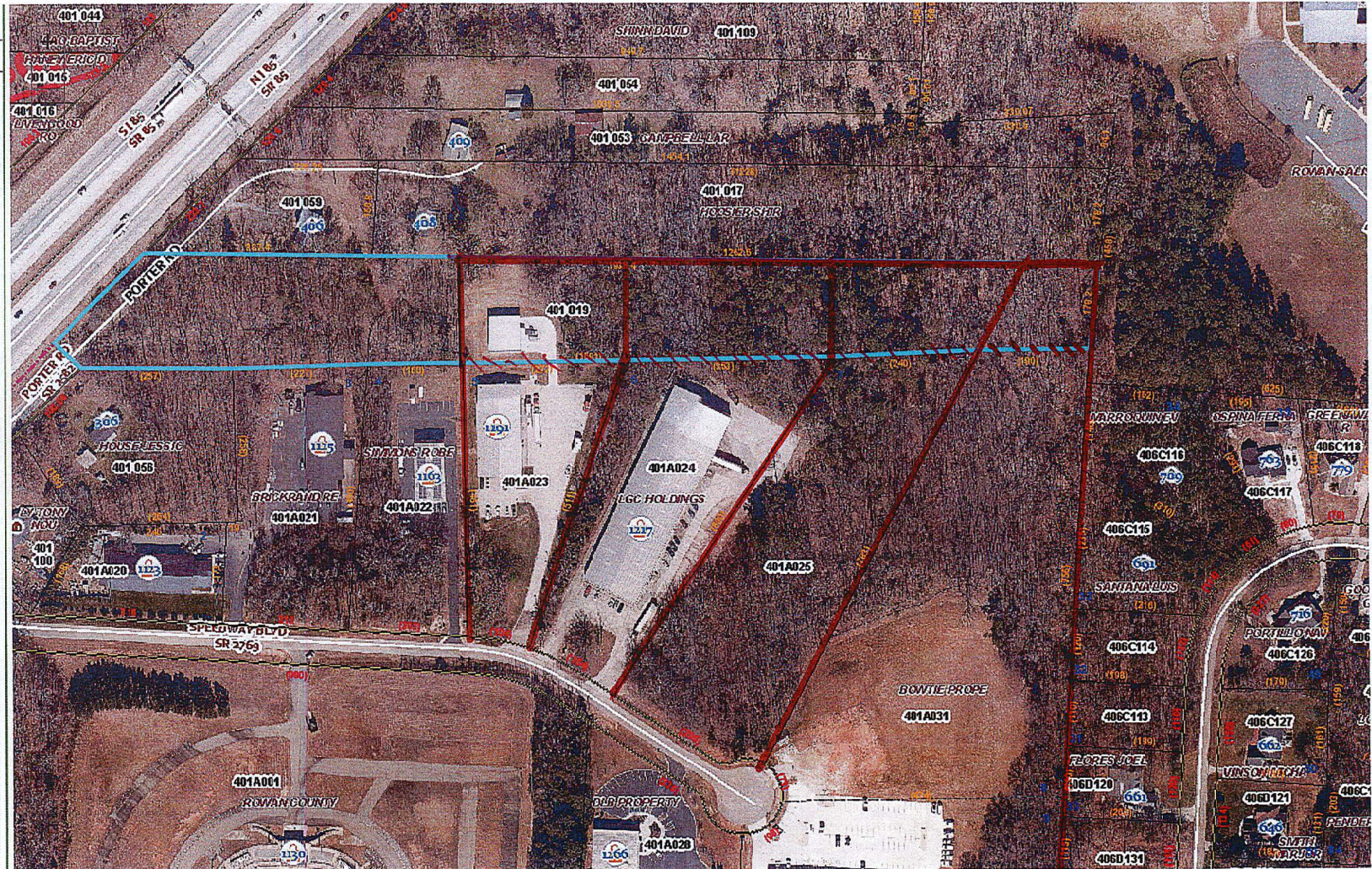
Search Results Layers

Results List

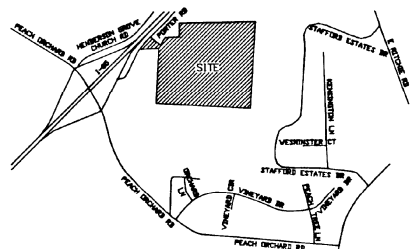
Details

Real Estate Sketch (<https://tax.rowancountync.gov/datalets/s/mode=sSketch.aspx&UseSearch=no&pin=401019&jur=080<>)
 Real Estate Summary (<https://tax.rowancountync.gov/datalets/mode=profileall&UseSearch=no&pin=401019>)
 Property Record Card (<https://tax.rowancountync.gov/Datalet:019>)
 Parcel Report (</assets/Rowan/PropertyReport.html?48586>)

PARCEL_ID: 401 019
 PIN: 5658-01-45-0072
 OWNER: BOWTIE PROPERTIES LLC
 CWNER: 434 CALHCUN ST
 SALISBURY, NC 28144-6722
 PRO? ADDRESS: 350 PORTER RD
 DEEDED ACRES: 5.56
 CALCULATED ACRES: 6.65
 TAX DISTRICT: S SALISBURY
 TOWNSHIP: LITAKER - 5
 LAND FMV: \$71,030
 LAND LUV: \$0
 IMP_FMV: \$103,974
 TOTAL MARKET VALUE: \$175,004
 DEED REF: 1342 / 832
 DEED YEAR: 2020
 FLAT REF: (<https://od.rowancountync.gov/external/LancbAutoSearch=true&bk=1342&pg=832>)
 DATE SOLD: 2/4/2020
 SALE AMOUNT: \$60,000
 LEGAL DESC: 5.56AC
 PARENT_PIN ADDRESSES:
 FIRM PANEL: 3710565800



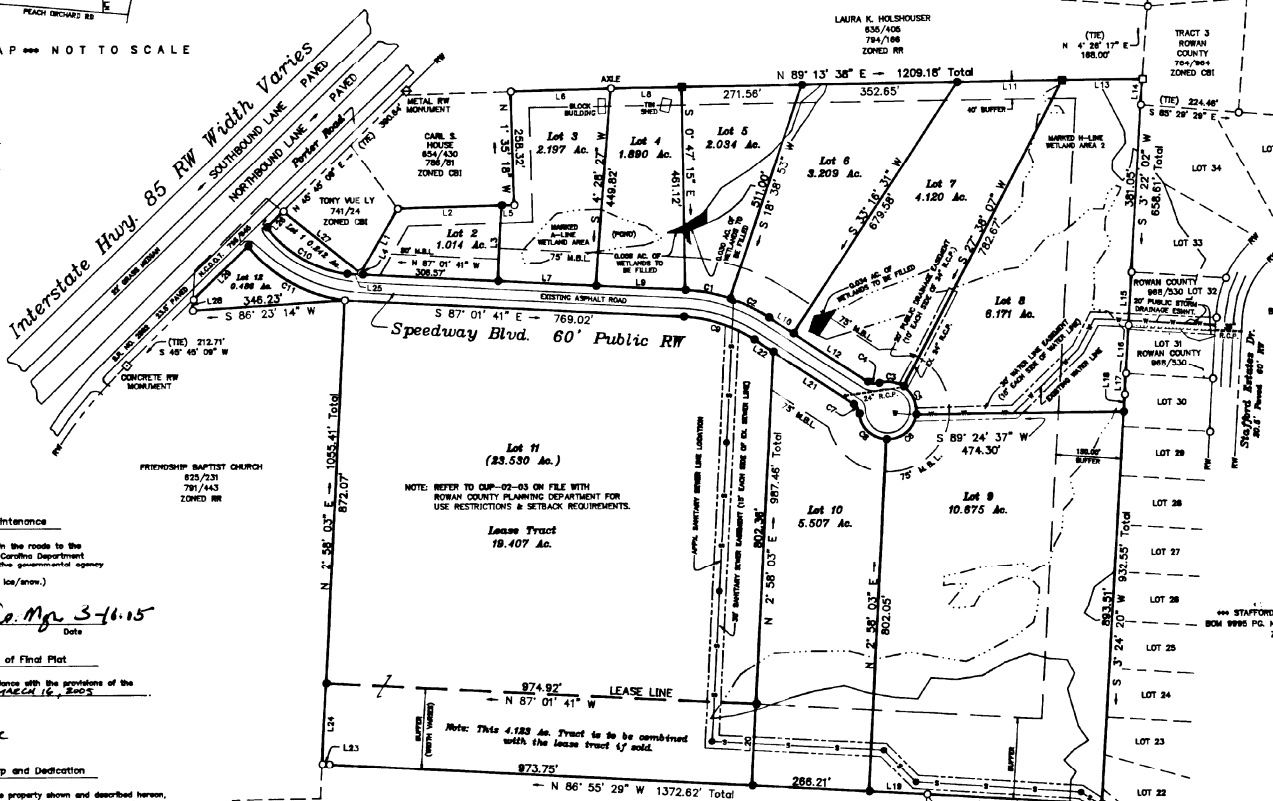
Book 9995 Page 5310



VICINITY MAP NOT TO SCALE

85-ED-2 SETBACKS
SIDE YARD - 15'
REAR - 30'
FRONT - AS DEPICTED ON PLAT

CB1 SETBACKS
SIDE YARD - 10'
REAR - 10'
FRONT - 50'
SIDE STREET - 30'



Certificate of Road Maintenance

I hereby certify that I will maintain the roads to the standards set forth by the North Carolina Department of Transportation and the respective governmental agency takes over this responsibility.
(This does not include removal of lot/know.)

Richard L. Shulenburg, Co. Mgr. 3-16-15
Owner/Developer Date

Certificate of Approval of Final Plat

This final plat has been approved in accordance with the provisions of the Rowan County Subdivision Ordinance on MARCH 16, 2005.

M. B. Muir
Subdivision Administrator

Certificate of Ownership and Dedication

I hereby certify that I am the owner of the property shown and described herein, which is located in the subdivision jurisdiction of Rowan County and that I hereby adopt this plan of subdivision with my free consent and set aside minimum lot size and building setback lines as noted.

Richard L. Shulenburg
Owner Date

I, RICHARD L. SHULENBURGER, PROFESSIONAL LAND SURVEYOR, L-2667 N.C., CERTIFY THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

Richard L. Shulenburg, P.E.S.
DATE



NOTES

1. LOTS TO BE SERVED BY CITY OF SALISBURY WATER & SEWER SYSTEMS.
2. LINEAR FOOTAGE OF EXISTING STREET: 1,400' +/- TOTAL.
3. TOTAL AREA TO BE SUBDIVIDED: 81.079 ACRES.
4. THIS STREET WAS BUILT TO N.C.D.O.T. STANDARDS AS IT PERTAINS TO STONE & PAVEMENT.
5. ALL SIDE & REAR LOT LINES ARE SUBJECT TO A 10' UTILITY EASEMENT ON EITHER SIDE.
6. LOTS 1 & 12 ARE ZONED CB1. LOTS 3-11 ARE ZONED 85-ED-2.
7. THIS PROPERTY IS NOT IN A DESIGNATED FLOOD HAZARD AREA.
8. DEVELOPERS: ROWAN COUNTY
9. THIS SUBDIVISION OBTAINED PLANNED UNIT DEVELOPMENT APPROVAL AS CUP-07-04 FROM THE ROWAN BOARD OF COMMISSIONERS ON 5-23-04.



I, RICHARD L. SHULENBURGER, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, D.B. (see) PG. (ref.); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN D.B. (NVA) PG. (NVA); THAT THE RATIO OF PRECISION AS CALCULATED IS 1 : 10,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 3rd DAY OF JUNE, 2004.

FILED IN ROWAN COUNTY, NC
on Mar 18 2005 at 04:35:25 PM
by Bobbie M. Earnhardt
Register of Deeds
BOOK 9995 PAGE 5310

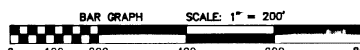
ROWAN COUNTY
FILED FOR REGISTRATION AT 4:35:25 P.M.
3-16-2005 AND REGISTERED IN MAP BOOK
9995 PAGE 5310.

BOBBIE M. EARNHARDT, REGISTER OF DEEDS

J.E. Burdick
ASSISTANT/DEPUTY

Line	Bearing	Distance
L1	N 30° 18' 08" E	185.00'
L2	N 88° 24' 43" E	235.58'
L3	S 2° 58' 19" W	171.80'
L4	N 51° 15' 53" W	8.53'
L5	N 88° 24' 43" E	28.48'
L6	N 88° 24' 43" E	228.84'
L7	N 87° 01' 41" W	222.28'
L8	N 88° 15' 36" E	102.22'
L9	N 87° 01' 41" W	201.91'
L10	N 88° 42' 54" W	87.13'
L11	N 88° 13' 38" E	236.78'
L12	N 88° 42' 54" W	201.49'
L13	N 88° 13' 38" E	184.97'
L14	S 4° 21' 13" W	98.07'
L15	S 3° 22' 02" W	120.00'
L16	S 3° 22' 02" W	106.96'
L17	S 3° 22' 02" W	47.80'
L18	S 3° 24' 18" W	38.04'
L19	N 88° 30' 50" W	131.48'
L20	N 2° 58' 03" E	185.10'
L21	S 88° 42' 54" E	217.18'
L22	S 88° 42' 54" E	51.43'
L23	N 88° 32' 57" W	1.17'
L24	N 2° 58' 02" E	183.34'
L25	N 87° 01' 41" W	35.89'
L26	N 48° 48' 05" E	51.23'
L27	S 51° 15' 53" E	224.40'
L28	N 3° 30' 28" E	24.58'
L29	N 40° 48' 08" E	174.84'

Curve	Radius	Chord Bearing and Distance	Arc Length
C1	380.00'	N 78° 11' 34" W 103.84'	103.97'
C2	380.00'	N 84° 02' 00" W 88.81'	87.06'
C3	85.00'	N 81° 38' 12" W 58.18'	58.11'
C4	30.00'	N 82° 07' 54" W 23.75'	28.82'
C5	85.00'	N 24° 04' 08" W 88.38'	73.19'
C6	85.00'	N 50° 34' 42" E 87.84'	96.18'
C7	30.00'	S 31° 17' 54" E 23.78'	28.82'
C8	85.00'	S 46° 27' 25" E 84.56'	82.08'
C9	320.00'	S 71° 52' 17" E 187.33'	189.30'
C10	278.00'	N 88° 27' 38" W 310.40'	315.86'
C11	338.00'	S 80° 30' 48" E 251.77'	258.07'



FINAL SURVEY OF:

Speedway Business Park

SCALE: 1" = 200'
DATE: 5-27-04
REV: 6-3-04

LITAKER TOWNSHIP, ROWAN COUNTY, NORTH CAROLINA
REFERENCES: Tax Map 406 Parcel 1 & Tax Map 401 Parcel 20
D.B. 785 PG. 70 and D.B. 782 PG. No. 757

SURVEY AND MAP BY SHULENBURGER SURVEYING COMPANY, P.A.
516 N. MAIN ST., SALISBURY, N.C. PHONE: (704) 637-9823

DECLARATION OF PROTECTIVE COVENANTS

SPEEDWAY BUSINESS PARK

SALISBURY, NORTH CAROLINA

This declaration of covenants, conditions and restrictions is made as of April 19, 2004 by Rowan County, (the Declarant), the owner of Speedway Business Park in Rowan County, North Carolina.

WHEREAS, the Declarant is the owner of certain real property known as Speedway Business Park and located in Rowan County, North Carolina as hereinafter described on Exhibit A attached hereto and incorporated herein; and,

WHEREAS, Declarant, for the use and benefit of Rowan County, desires to place and impose on the hereafter described real property the following conditions, covenants, reservations, easements, liens and restrictions to insure the proper use, development, maintenance and improvements thereof; to protect against the construction of improvements and structures of improper or unsuitable materials thereon; to insure compliance with all applicable zoning ordinances, building codes and environmental laws and regulations; and to otherwise provide for the construction and development of first quality improvements thereon;

NOW, THEREFORE, in consideration of the premises and of the mutual benefit and duties herein contained, Declarant hereby declares that the parcel of real property described in Exhibit A and all portions subdivided therefrom, with the exception of Parcels 1, 11, and 12, shall be subject to, and held, sold and conveyed subject to the following conditions, covenants, reservations, easements, liens and restrictions, all of which shall run with, and benefit and burden, the real property described in Exhibit A and be binding on and inure to the benefit of all parties having any right, title or interest therein, together with their heirs, successors and assigns. Parcel 11 is covered by a prior lease agreement and shall be exempt from subject covenants so long as it is used as a quarter midget racing facility operated by the Quarter Midget Association of North

County Manager
130 W. Census St. Salisbury 28144

Carolina. If such use ever ceases, Parcel 11, shall at that time, become subject to all covenants, reservations, easements, liens and restrictions contained herein.

1. The property herein described or any portion thereof conveyed shall not be subdivided by sale or otherwise into smaller tracts or parcels without the prior written consent of Declarant or its authorized representative.
2. No noxious, offensive or illegal trade or activity shall be conducted on any property, nor shall anything be done thereon which may be or become a nuisance to the other property owners.
3. The following uses of Speedway Business Park shall not be permitted:
commercial farming of animals, abattoirs, junk yards, a business of storage or processing of scrap materials and tanning of animal hides. Any other use of Speedway Business Park, or any portion thereof, shall require the prior written approval of Declarant or its authorized representative.
4. Temporary structures shall not be permitted except those of an owner, contractor or sub contractor during the construction of improvements.
5. The minimum building setback from the street right of way shall be 75 feet for all parcels except # 2 which shall be 50 feet and the minimum setback for parking areas shall be 10 feet. The side yard setback shall be a minimum of 15 feet. The rear yard setback shall be a minimum of 25 feet unless noted on the plat as more than 25 feet in which case the setback shown on the plat shall be complied with.
6. Off street parking sufficient for the intended use of the lot shall be provided. On street parking shall be prohibited.
7. The areas that are unimproved, where no building structure or paving exists, between the road right of way and the building shall be landscaped.
8. It is intended that a premium be placed on the preservation of the natural tree cover and other unique characteristics of the landscape, including wetlands. No free standing trees in the landscaped or unimproved area having a trunk diameter of 6 inches or more at 3 feet above grade shall be removed and no wetland shall be disturbed without the written approval of Declarant or its authorized representative.

9. Walls facing a road or street must be finished on the exterior with architectural masonry units such as finished face brick, stone, precast concrete, drivet, or their equivalent as approved by Declarant or its authorized representative, excluding such materials as concrete and plain cinder block, unless otherwise approved by Declarant or its authorized representative. Such exterior wall materials shall be detailed on the Elevation Plan.
10. Storage areas, tanks, and trash containers, etc., shall be completely screened from public view.
11. Exterior signs shall be located in the front landscape area and may be illuminated with ground lights. Freestanding signs shall be limited to one per parcel, not extend more than 10 feet above the ground level, and be a maximum of 50 square feet in area. A single wall sign shall be allowed on the front of the building with a maximum area of 2 square feet per linear foot of building facing the street. No wall sign, however, may exceed 100 square feet.
12. All utility services, including telephone and electric service, shall be underground.
13. All building plans and specifications shall be submitted to the Declarant or its authorized representative for approval prior to any construction. The Declarant or its authorized representative must respond within 30 days of the submittal or thereafter the request shall be deemed approved. The plans and specifications submitted shall include, but not be limited to the following:
 - a. A topographical plot showing existing contour grades, major trees and the location of all improvements, buildings, structures, walks, patios, driveways, fences and walls. Existing and finished grades shall be shown at lot corners and at corners of proposed improvements. Lot drainage provisions shall be indicated as well as cut and fill details if any appreciable change in the lot contours are contemplated.
 - b. Exterior Elevations.
 - c. Exterior materials, colors, textures, and shapes.
 - d. Landscaping plan, including walkways, fences and walls, elevation changes, watering systems, vegetation, and ground cover.
 - e. Parking area and driveway plan.

- f. Screening, including size, location and method.
 - g. Utility connections and facilities and plans for the disposal of waste.
 - h. Exterior illumination, including location and method.
 - i. Fire protection system.
 - j. Signs, including size, shape, color, location and materials.
 - k. A description of proposed use of improvements in sufficient detail to permit a determination of 1) the extent of any noise, odor, glare, vibration, smoke, dust, gases, hazard, radiation, or liquid wastes that may be created and 2) whether or not the proposed use complies with then existing zoning ordinances, the Declaration, and other laws and governmental regulations applicable thereto.
14. Declarant reserves an easement and right of way over, under and along a ten foot wide strip of land adjacent and parallel to the side and rear boundary lines of each tract subdivided herefrom for the installation and maintenance of poles, lines, conduits, pipes and other equipment required to provide utility services.
15. All truck loading docks shall be located in the rear of the building. Loading docks may be allowed on the sides of the building, under special circumstances, with the written approval of the Declarant or its authorized representative. Truck dock areas shall be maintained in a clean and proper manner, free from trash and material storage.
16. Any proposed use of vertical exhaust vents, smokestacks, antennae, mechanical housing or similar vertical attachments shall be subject to the approval of the Declarant or its authorized representative.
17. All lighting shall be shielded source and/or directed away from normal viewing angles from roadways and adjacent buildings.
18. Any fence which is located in Grantee's front yard or otherwise in line-of-sight from any road shall be considered to be architectural in nature, subject to the approval of the Declarant or its authorized representative. Accordingly, the Declarant or its authorized representative shall approve the location, height, materials used and the type of screening required, if any.

19. The owner of any portion of the property shall, at all times, maintain and keep such portion of the property in a safe, clean and wholesome condition, comply in all respects with all governmental regulations and shall contain and promptly remove from the property any trash, garbage or rubbish of any kind or nature whatsoever which may accumulate on the portion of the property owned by such owner. In addition, such owner shall cut all grass, including the road right of way, and maintain all other landscaping in a neat and presentable condition on any portion of the property owned or occupied by such owner. Should the owner fail to comply with this requirement, the Declarant, or his authorized representative, in his sole and exclusive discretion, shall have the option of maintaining the premises and the cost of same shall constitute a lien on the said premises in favor of Declarant.
20. If at any time any building or other improvement on any part of the property is damaged or destroyed by any casualty or other occurrence, the owner of such portion of the property on which such building or other improvement was located shall promptly restore such building or improvement to the condition existing prior to such damage or destruction or raze such building or improvement and remove same from such portion of the property and landscape such portion of the property in a manner first approved by Declarant. Such restoration or razing shall be completed within 12 months from the incident of damage, destruction, casualty or other occurrence. Should the owner fail to comply with the requirement within the time above set forth, the Declarant or his authorized representative, in his sole and exclusive discretion, shall have the option of restoring or razing the damaged premise, and the cost of same shall constitute a lien on the said premises in favor of Declarant.
21. The invalidation of any one of these covenants or any covenant specified herein shall in no way affect any of the other restrictions. The remaining restrictions and covenants shall remain in full force and effect. The failure to enforce any rights, reservations, restrictions, or conditions contained in this document, regardless of how long such failure shall continue, shall not constitute a waiver or a bar of such right to be enforced.

22. This declaration of restrictions, and all parts thereof, shall be governed by, and construed, interpreted and controlled by and under the laws of the State of North Carolina.

23. Any restriction, etc. hereunder, or any portion thereof, may be altered, amended and modified by Declarant, or his heirs, successors and assigns, at any time, in his sole discretion, without the consent of any owner of any property or portion thereof described on Exhibit A. However, any such amendment shall be prospective only and shall therefore not apply to these restrictions as to any person, firm or corporation having purchased any property, or portion thereof, hereunder prior to the recording of such amendment.

IN WITNESS WHEREOF, Rowan County has caused its corporate name to be signed herein by its proper officer thereunto duly authorized, all as of the day, month and year first above written.

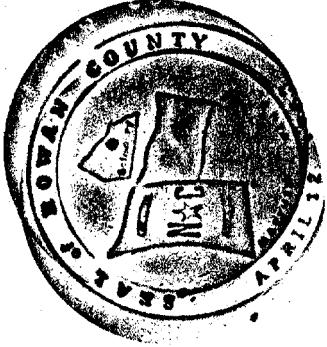
ROWAN COUNTY

By: *Mrs Andrews* *

Its: Chairman of Rowan County Board of Commissioners

ATTEST:

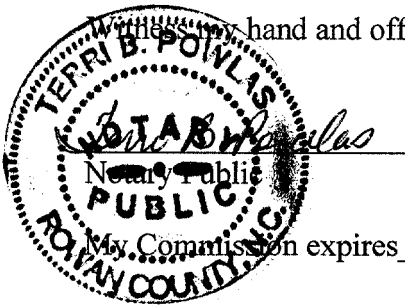
Gita K. Foil
Clerk



North Carolina
Rowan County

I, Jenni B. Powlas, Notary Public for said County and State, Certify that Rita K, Foil personally came before me this day and acknowledged that she is Clerk to the Board of the Rowan County Board of Commissioners, a governmental entity and that by authority duly given the foregoing instrument was signed in its name by its Chairman, sealed with its County seal, and attested by herself as its Clerk. *

Witness my hand and official seal this 21st day of April, 2004



My Commission expires May 5, 2004

NORTH CAROLINA: ROWAN COUNTY

The foregoing certificate of Terri B. Powlas N.P. of Rowan Co NC is certified to be correct.

Filed for registration this 12 day of January, 2005

By Bobbie M. Earnhardt Register of Deeds
Assistant, Deputy

7

AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS
SPEEDWAY BUSINESS PARK
SALISBURY, NORTH CAROLINA

This amended and restated declaration of covenants, conditions and restrictions (the “Covenants”) is made this ___ day of February, 2023, by Rowan County (the “Declarant”) and all of the undersigned lot owners of Speedway Business Park in Rowan County, North Carolina.

WHEREAS, on April 19, 2004, Declarant enacted the original declaration of protective covenants for Speedway Business Park to insure the proper use, development, maintenance and improvements thereof; to protect against the construction of improvements and structures of improper or unsuitable materials thereon; to insure compliance with all applicable zoning ordinances, building codes and environmental laws and regulations; and to otherwise provide for the construction and development of first quality improvements thereon.

WHEREAS, to ensure the enforceability of and to amend portions of the Covenants contained herein, Declarant and all of the current lot owners of Speedway Business Park wish to amend and restate the Covenants as follows.

NOW, THEREFORE, in consideration of the mutual benefit and duties herein contained, the Covenants are hereby amended and restated. Declarant hereby declares that Lot 1 through and including Lot 12 of the parcel of real property described in Exhibit A, and as recorded in Plat Book 9995, Page 5310 (the “Property”), and all portions divided therefrom or added thereto, with the exception of Lot 11, shall be subject to, and held, sold and conveyed subject to the following conditions, covenants, reservations, easements, liens and restrictions, all of which shall run with, and benefit and burden, the Property described in Exhibit A and be binding on and inure to the benefit of all parties having any right, title or interest therein, together with their heirs, successors and assigns. Lot 11 is covered by a prior lease agreement and shall be exempt from the Covenants so long as it is used as a quarter midget racing facility operated by the Quarter Midget Association of North Carolina. If such use ever ceases, Lot 11 shall, at that time, become subject to all covenants, reservations, easements, liens and restrictions contained herein.

1. The Property subject to these Covenants shall be limited exclusively to non-residential use. Chapter 47F of the North Carolina General Statutes shall not apply to Speedway Business Park.
2. Lot 1 and Lot 12 of the Property shall be used exclusively for signage and landscaping surrounding the public right-of-way leading into Speedway Business Park and shall not be otherwise developed. The owners of Lot 1 and Lot 12 shall be responsible for the maintenance and landscaping of their respective lot. Should the owners of Lot 1 and/or Lot 12 fail to comply with this Paragraph Two, the Declarant may, in its sole and exclusive discretion, have the option of maintaining any signage or landscaping on Lot 1 and/or Lot 12 and the cost of such work shall constitute a lien on the said premises in favor of Declarant and against the respective lot owner. Subject to the restrictions of use as set forth in this Paragraph Two, the owners of Lot 1 and Lot 12 may enhance or otherwise modify their respective lot only upon the written approval of the Declarant or its authorized representative.
3. The Property shall not be subdivided by sale or otherwise into smaller tracts or parcels without the prior written consent of Declarant or its authorized representative.
4. No noxious, offensive or illegal trade or activity shall be conducted at the Property, nor shall anything be done thereon which may be or become a nuisance to the other Property owners.
5. The following uses of the Property shall not be permitted: commercial farming of animals, abattoirs, junk yards, a business of storage or processing of scrap materials and tanning of animal hides. Any other use of the Property, or any portion thereof shall require the prior written approval of Declarant or its authorized representative.
6. Temporary structures shall not be permitted except those of an owner, contractor or sub-contractor during the construction of improvements.
7. The minimum building setback from the street right of way shall be 75 feet for all parcels except #2 which shall be 50 feet and the minimum setback for parking areas shall be 10 feet. The side yard setback shall be a minimum of 15 feet. The rear yard setback shall be a minimum of 25 feet unless noted on the plat as more than 25 feet in which case the setback shown on the plat shall be complied with.
8. Off street parking sufficient for the intended use of the lot shall be provided. On street parking shall be prohibited.
9. The areas that are unimproved, where no building structure or paving exists, between the road right of way and the building shall be landscaped.
10. It is intended that a premium be placed on the preservation of the natural tree cover and other unique characteristics of the landscape, including wetlands. No freestanding trees in the landscaped or unimproved area having a trunk diameter of 6 inches or more at 3 feet above grade shall be removed and no wetland shall be disturbed without the written approval of Declarant or its authorized representative.
11. Walls facing a road or street must be finished on the exterior with architectural masonry units such as finished face brick, stone, precast concrete, drivet, or their equivalent as approved in

writing by Declarant or its authorized representative, excluding such materials as concrete and plain cinder block, unless otherwise approved in writing by Declarant or its authorized representative. Such exterior wall materials shall be detailed on the Elevation Plan.

12. Storage areas, tanks, and trash containers, etc., shall be completely screened from public view.
13. Exterior signs shall be located in the front landscape area and may be illuminated with ground lights. Freestanding signs shall be limited to one per parcel, not extend more than 10 feet above the ground level, and be a maximum of 50 square feet in area. A single wall sign shall be allowed on the front of the building with a maximum area of 2 square feet per linear foot of building facing the street. No wall sign, however, may exceed 100 square feet.
14. All utility services, including telephone and electric service, shall be underground.
15. All building plans and specifications shall be submitted to the Declarant or its authorized representative for written approval prior to any construction. The Declarant or its authorized representative must respond within 30 days of the submittal or thereafter the request shall be deemed approved. The plans and specifications submitted shall include, but not be limited to the following:
 - a. A topographical plot showing existing contour grades, major trees and the location of all improvements, buildings, structures, walks, patios, driveways, fences and walls. Existing and finished grades shall be shown at lot corners and at corners of proposed improvements. Lot drainage provisions shall be indicated as well as cut and fill details if any appreciable change in the lot contours are contemplated.
 - b. Exterior Elevations.
 - c. Exterior materials, colors, textures, and shapes.
 - d. Landscaping plan, including walkways, fences and walls, elevation changes, watering systems, vegetation, and ground cover.
 - e. Parking area and driveway plan.
 - f. Screening, including size, location and method.
 - g. Utility connections and facilities and plans for the disposal of waste.
 - h. Exterior illumination, including location and method.
 - i. Fire protection system.
 - j. Signs, including size, shape, color, location and materials a determination of 1) the extent of any noise, odor, glare, vibration, smoke, dust, gases, hazard, radiation, or liquid wastes that may be created and 2) whether or not the proposed use complies with then existing zoning ordinances, the Declaration, and other laws and governmental regulations applicable thereto.

16. Declarant reserves an easement and right of way over, under and along a ten-foot wide strip of land adjacent and parallel to the side and rear boundary lines of each tract (as may subdivided or added to) for the installation and maintenance of poles, lines, conduits, pipes and other equipment required to provide utility services.
17. All truck loading docks shall be located in the rear of the building unless otherwise consented to in writing by Declarant. Loading docks may be allowed on the sides of the building, under special circumstances, with the written approval of the Declarant or its authorized representative. Truck dock areas shall be maintained in a clean and proper manner, free from trash and material storage.
18. Any proposed use of vertical exhaust vents, smokestacks, antennae, mechanical housing or similar vertical attachments shall be subject to the approval of the Declarant or its authorized representative.
19. All lighting shall be shielded source and/or directed away from normal viewing angles from roadways and adjacent buildings.
20. Any fence which is located in a lot owner's front yard or otherwise in line-of-sight from any road shall be considered to be architectural in nature, subject to the approval of the Declarant or its authorized representative. Accordingly, the Declarant or its authorized representative shall approve and determine in writing the location, height, materials used and the type of screening required, if any.
21. All Property owners shall, at all times, maintain and keep such portion of the property in a safe, clean and wholesome condition, comply in all respects with all governmental regulations and shall contain and promptly remove from the property any trash, garbage or rubbish of any kind or nature whatsoever which may accumulate on the portion of the property owned by such owner. In addition, such owner shall cut all grass, including the road right of way, and maintain all other landscaping in a neat and presentable condition on any portion of the property owned or occupied by such owner. Should the owner fail to comply with this requirement, the Declarant, or his authorized representative, in his sole and exclusive discretion, shall have the option of maintaining the premises and the cost of such work shall constitute a lien on the said premises in favor of Declarant.
22. If at any time any building or other improvement on any part of the property is damaged or destroyed by any casualty or other occurrence, the owner of such portion of the property on which such building or other improvement was located shall promptly restore such building or improvement to the condition existing prior to such damage or destruction or raze such building or improvement and remove same from such portion of the property and landscape such portion of the property in a manner first approved by Declarant. Such restoration or razing shall be completed within 12 months from the incident of damage, destruction, casualty or other occurrence. Should the owner fail to comply with the requirement within the time above set forth, the Declarant or his authorized representative, in his sole and exclusive discretion, shall have the option of restoring or razing the damaged premise, and the cost of such work shall constitute a lien on the said premises in favor of Declarant.

23. The Declarant shall retain the right to annex adjoining real property into Speedway Business Park. Such annexation shall be exercised at Declarant's sole discretion. Should property be annexed into Speedway Business Park, such real property shall be subject to these Covenants.
24. The invalidation of any one of these Covenants specified herein shall in no way affect any of the other restrictions. The remaining restrictions and covenants shall remain in full force and effect. The failure to enforce any rights, reservations, restrictions, or conditions contained in this document, regardless of how long such failure shall continue, shall not constitute a waiver or a bar of such right to be enforced.
25. This declaration of restrictions, and all parts thereof, shall be governed by, and construed, interpreted and controlled by and under the laws of the State of North Carolina.
26. Any restriction, etc. hereunder, or any portion thereof, may be altered, amended and modified by Declarant, or his heirs, successors and assigns, at any time, in his sole discretion, without the consent of any owner of any real property or portion thereof described on Exhibit A. However, any such amendment shall be prospective only and shall therefore not apply to these restrictions as to any person, firm or corporation having purchased any real property, or portion thereof, hereunder prior to the recording of such amendment.

(SEE SIGNATURE PAGES ATTACHED)

IN WITNESS WHEREOF, the below signed lot owners of Speedway Business Park hereby agree to be bound by the protective covenants contained herein.

OWNER OF LOT 5, 7, 8, 9

BOWTIE PROPERTIES, LLC, a North Carolina Limited Liability Company

By: _____ (SEAL)

Name:

Title:

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the County of _____ and State of _____, certify that _____ either being personally known to me or proven by satisfactory evidence (said evidence being _____), who is the Manager/Member of BOWTIE PROPERTIES, LLC personally appeared before me this day and acknowledged that he/she is a Manager/Member of BOWTIE PROPERTIES, LLC and that as a Manager/Member being duly authorized to do so, voluntarily executed the foregoing instrument on behalf of said company for the purposes stated therein.

WITNESS my hand and notarial seal, this ____ day of _____, 2023.

Notary Public

Name: _____

My Commission Expires: _____

OWNER OF LOT 6

LGC HOLDINGS, LLC, a North Carolina Limited Liability Company

By: _____(SEAL)

Name:

Title:

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the County of _____ and State of _____, certify that _____ either being personally known to me or proven by satisfactory evidence (said evidence being _____), who is the Manager/Member of LGC HOLDINGS, LLC personally appeared before me this day and acknowledged that he/she is a Manager/Member of LGC HOLDINGS, LLC and that as a Manager/Member being duly authorized to do so, voluntarily executed the foregoing instrument on behalf of said company for the purposes stated therein.

WITNESS my hand and notarial seal, this ____ day of _____, 2023.

Notary Public

Name: _____

My Commission Expires: _____

OWNER OF LOT 1, 11, 12

ROWAN COUNTY

By: _____(SEAL)

Name:

Title:

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the County of _____ and
State of _____, certify that _____ either being
personally known to me or proven by satisfactory evidence (said evidence being
_____), who is the _____ of ROWAN COUNTY
personally appeared before me this day and acknowledged that he/she is the
_____ of ROWAN COUNTY and that as the _____ of
ROWAN COUNTY being duly authorized to do so, voluntarily executed the foregoing
instrument on behalf of said entity for the purposes stated therein.

WITNESS my hand and notarial seal, this ____ day of _____, 2023.

Notary Public

Name: _____

My Commission Expires: _____

OWNER OF LOT 2, 3

BRICKRAND REAL ESTATE, LLC, a North Carolina Limited Liability Company

By: _____(SEAL)

Name:

Title:

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the County of _____ and State of _____, certify that _____ either being personally known to me or proven by satisfactory evidence (said evidence being _____), who is the Manager/Member of BRICKRAND REAL ESTATE, LLC personally appeared before me this day and acknowledged that he/she is a Manager/Member of BRICKRAND REAL ESTATE, LLC and that as a Manager/Member being duly authorized to do so, voluntarily executed the foregoing instrument on behalf of said company for the purposes stated therein.

WITNESS my hand and notarial seal, this ____ day of _____, 2023.

Notary Public

Name: _____

My Commission Expires: _____

OWNER OF LOT 10

DLB PROPERTY VENTURES, LLC a North Carolina Limited Liability Company

By: _____(SEAL)

Name:

Title:

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the County of _____ and State of _____, certify that _____ either being personally known to me or proven by satisfactory evidence (said evidence being _____), who is the Manager/Member of DLB PROPERTY VENTURES, LLC, personally appeared before me this day and acknowledged that he/she is a Manager/Member of DLB PROPERTY VENTURES, LLC and that as a Manager/Member being duly authorized to do so, voluntarily executed the foregoing instrument on behalf of said company for the purposes stated therein.

WITNESS my hand and notarial seal, this ____ day of _____, 2023.

Notary Public

Name: _____

My Commission Expires: _____

OWNER OF LOT 4

ROBERT AND MARYLOU SIMONS FAMILY LIMITED PARTNERSHIP

By: _____(SEAL)

Name:

Title:

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the County of _____ and State of _____, certify that _____ either being personally known to me or proven by satisfactory evidence (said evidence being _____), who is the _____ of the ROBERT AND MARYLOU SIMONS FAMILY LIMITED PARTNERSHIP, personally appeared before me this day and acknowledged that he/she is a _____ of ROBERT AND MARYLOU SIMONS FAMILY LIMITED PARTNERSHIP, and that as a _____ being duly authorized to do so, voluntarily executed the foregoing instrument on behalf of said Partnership for the purposes stated therein.

WITNESS my hand and notarial seal, this ____ day of _____, 2023.

Notary Public

Name: _____

My Commission Expires: _____

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner, Finance Director
DATE: 2/20/23
SUBJECT: Budget Amendments

Please see attached budget amendments.

Approve attached budget amendments.

ATTACHMENTS:

Description

budget amendments

Upload Date

2/9/2023

Type

Budget Amendment

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: Anna Bumgarner, Finance Director

FROM: Melissa J. Oleen, Library Director

EXPLANATION IN DETAIL: To reduce the funds for the LSTA Bright Ideas Grant by the difference originally budgeted and the funds actually received.

BUDGET INFORMATION:

Prepared by: Pam Nance

Date: 2/1/2023

[illegible]

Anna Bengamer Feb 3, 2023

G/L ACCOUNT - MASTER INQUIRY

Org code: 1146110 LIBRARY REVENUES
 Object code: 434087 SLNC BRIGHT IDEAS GRANT
 Project code: 6101 SLNC BRIGHT IDEAS GRANT

Type: R
 Status: A
 Budgetary: Y

Fund 1010 GENERAL FUND
 Function 61 CULTURE AND RECREATION
 Sub Function 6100 LIBRARY
 Department 6100 LIBRARY DEPARTMENT
 Division 6110 LIBRARY ADMINISTRATION
 Program 0000 NON PROGRAM
 Activity 000 NON ACTIVITY
 Type 4 REVENUES
 Project 6101 SLNC BRIGHT IDEAS GRANT

Full description: SLNC BRIGHT IDEAS GRANT
 Reference Acct:

Short desc: BRI IDEAS

PER	CURRENT YEAR MONTHLY AMOUNTS			
	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	.00
02	.00	.00	.00	.00
03	.00	.00	-9,900.00	-9,900.00
04	.00	.00	.00	.00
05	.00	.00	.00	.00
06	.00	.00	.00	.00
07	-8,077.53	.00	.00	.00
08	.00	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	-8,077.53	.00	-9,900.00	-9,900.00

CURRENT YEAR TOTAL AMOUNTS			
Actual (Memo)	-8,077.53	Original Budget	.00
Encumbrances	.00	Budget Tranfr In	-9,900.00
Requisitions	.00	Budget Tranfr Out	.00
Total	-8,077.53	Carry Fwd Budget	.00
Available Budget	* -1,822.47	Carry Fwd Bud Tfr	.00
Percent Used	81.59	Revised Budget	-9,900.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	.00	PRESENT	.00
		COMMISSION	.00
		APPROVED	.00

decrease 1,822.47

G/L ACCOUNT - MASTER INQUIRY

Org code: 1156110 LIBRARY EXPENDITURES
 Object code: 561095 OTHER SMALL EQMT
 Project code: 6101 SLNC BRIGHT IDEAS GRANT

Type: E
 Status: A
 Budgetary: Y

Fund 1010 GENERAL FUND
 Function 61 CULTURE AND RECREATION
 Sub Function 6100 LIBRARY
 Department 6100 LIBRARY DEPARTMENT
 Division 6110 LIBRARY ADMINISTRATION
 Program 0000 NON PROGRAM
 Activity 000 NON ACTIVITY
 Type 5 EXPENDITURES
 Project 6101 SLNC BRIGHT IDEAS GRANT

Full description: OTHER SMALL EQMT
 Reference Acct:

Short desc: OTH SM EQP
 Auto-encumber? (Y/N) N

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	.00
02	.00	.00	.00	.00
03	.00	.00	.00	.00
04	.00	.00	2,900.00	2,900.00
05	.00	.00	.00	.00
06	999.99	1,148.00	.00	.00
07	.00	-1,148.00	-1,148.00	-1,148.00
08	350.54	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	1,350.53	.00	1,752.00	1,752.00

CURRENT YEAR TOTAL AMOUNTS			
Actual (Memo)	1,350.53	Original Budget	.00
Encumbrances	.00	Budget Tranfr In	2,900.00
Requisitions	.00	Budget Tranfr Out	-1,148.00
Total	1,350.53	Carry Fwd Budget	.00
Available Budget	401.47	Carry Fwd Bud Tfr	.00
Percent Used	77.09	Revised Budget	1,752.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	.00	PRESENT	.00
		COMMISSION	.00
		APPROVED	.00

decrease 401.47

G/L ACCOUNT - MASTER INQUIRY

Org code: 1156110 LIBRARY EXPENDITURES
Object code: 575090 C/A - FURN&EQUIP
Project code: 6101 SLNC BRIGHT IDEAS GRANT

Type: E
Status: A
Budgetary: Y

Fund 1010 GENERAL FUND
Function 61 CULTURE AND RECREATION
Sub Function 6100 LIBRARY
Department 6100 LIBRARY DEPARTMENT
Division 6110 LIBRARY ADMINISTRATION
Program 0000 NON PROGRAM
Activity 000 NON ACTIVITY
Type 5 EXPENDITURES
Project 6101 SLNC BRIGHT IDEAS GRANT

Full description: C/A - FURN&EQUIP
Reference Acct:


Short desc: C/A-FU&EQP
Auto-encumber? (Y/N) N

PER	CURRENT YEAR MONTHLY AMOUNTS			BUDGET
	ACTUAL	ENCUMBRANCE	BUD TRANSFER	
00	.00	.00	.00	.00
01	.00	.00	.00	.00
02	.00	.00	.00	.00
03	.00	5,579.00	7,000.00	7,000.00
04	.00	.00	.00	.00
05	.00	.00	.00	.00
06	5,579.00	-5,579.00	.00	.00
07	.00	.00	.00	.00
08	.00	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	5,579.00	.00	7,000.00	7,000.00

CURRENT YEAR TOTAL AMOUNTS		
Actual (Memo)	5,579.00	Original Budget
Encumbrances	.00	Budget Tranfr In
Requisitions	.00	Budget Tranfr Out
Total	5,579.00	Carry Fwd Budget
Available Budget	5,579.00 1,421.00	Carry Fwd Bud Tfr
Percent Used	79.70	Revised Budget
Inceptn to 50Y	.00	Inceptn Orig Bud
		Inceptn Revsd Bud
Encumb-Last Yr	.00	DEPARTMENT
Actual-Last Yr	.00	MANAGER
Estim-Actual	.00	PRESENT
	.00	COMMISSION
		APPROVED

decrease 1,421

-2021-2022 LSTA GRANT REIMBURSEMENT REQUEST

Library name	Rowan Public Library	Request #	1
Project Code: NC-21-	533	Final request?	Yes
Person submitting	Laurie Lyda	Grant award amount	\$9,900.00
Telephone	704-216-8245	Required match amount	\$0.00
Email	Laurie.Lyda@rowancountync.gov		
Date	12/15/22		
Library Director has approved this request	Yes 	Is the institution eligible for a sales tax refund from the State Department of Revenue (see N.C.G.S. 105-184.14)?	Yes
		If no, what tax rate do you pay?	

For each invoice, list the expenditures total in one of the six Budget Category columns.
Then go to https://is25.forms.state.il.us/stlibrari/CLSTA_reimbursement/index.html to submit the form and supporting documents.

Please check to see that all documentation is complete and legible.

[illegible]

BUDGET SUMMARY

Total grant amount previously paid / Match amount previously reported
Grant award balance remaining / Required match remaining

\$ -	\$ -
\$ 1,822.47	\$ -

sent email to LL

Nance, Pam

From: Bevis, Lisa F
Sent: Wednesday, January 18, 2023 12:28 PM
To: Oleen, Melissa J; Bumgarner, Anna R; Nance, Pam
Cc: Kitalong-Will, Ann M; Sharpless, Teresa F; Boyd, Leslie H
Subject: Bright Ideas Grant

1/20/23

Good afternoon Melissa,

We have received the LSTA Bright Ideas Grant money, in the amount of \$8,077.53. Earlier in the FY, we budgeted \$9,900 in Bright Ideas revenue and expenses based on how much we requested. A budget amendment will need to be prepared reducing the revenue and expenditures from the amount requested to the amount received. Teresa can assist if you have any questions.

In MUNIS, if you access account inquiry and type in project 6101 you will see revenue and expense accounts.

The revenue received should post in the next few days.

Please let me know if you have any questions.

Thanks so much.

Lisa

**ROWAN
COUNTY**

NORTH CAROLINA

Be an original.

Lisa F. Bevis | Assistant Finance Director
Rowan County Finance Department
130 West Innes St. Salisbury, NC 28144
[p] 704-216-8162 [f] 704-216-8166
www.rowancountync.gov

9,900.00
- 8,077.53
1822.47

6101
Project

8,077.53 Rec'd

9,900 Budgeted

(1822.47)

↓ Rev

↓ Exp

266.12

Avail. 390.24

1,421.00

-0-

OTH Sm Eq

C/A Furn + Eq

F/A " "

1811.24

(short 11/23




BA-08-061 - BOC 02-20

Final Audit Report

2023-02-04

Created:	2023-02-03
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAACKuSGqpmFAU5NyU02m3l7qylVN0LunMG

"BA-08-061 - BOC 02-20" History

-  Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)
2023-02-03 - 7:49:18 PM GMT - IP address: 24.123.188.14
-  Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature
2023-02-03 - 7:51:08 PM GMT
-  Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)
Signature Date: 2023-02-04 - 3:21:37 AM GMT - Time Source: server- IP address: 24.123.188.14
-  Agreement completed.
2023-02-04 - 3:21:37 AM GMT

Sharpless, Teresa F.

From: Bumgarner, Anna R
Sent: Monday, February 6, 2023 12:41 PM
To: Eller, Christopher L; Odell, Mitzi C; Kitalong-Will, Ann M; Sharpless, Teresa F.
Cc: Bevis, Lisa F
Subject: RE: City of Salisbury Water Fund Bill

So the flushing is in the ARPA fund so it will need to hit the project ledger. It does not appear tht the budget is in this line. Teresa will need to update on status of the budget.



Project String GL Amount Summary



Back



Save



Close



Print



Share



View



PDF



Save



Download



File



Transaction

Account Inquiry [Rowan County] > Project String GL Amount Summary

Record Number T Project String

String Title

1 E 20900-500 -541025-512

WATER FLUSHING

From: Bumgarner, Anna R
Sent: Monday, February 6, 2023 12:38 PM
To: Eller, Christopher L <Christopher.Eller@rowancountync.gov>; Odell, Mitzi C <Mitzi.Odell@rowancountync.gov>; Kitalong-Will, Ann M <Ann.Kitalong-Will@rowancountync.gov>; Sharpless, Teresa F. <Teresa.Sharpless@rowancountync.gov>
Cc: Bevis, Lisa F <lisa.bevis@rowancountync.gov>
Subject: RE: City of Salisbury Water Fund Bill

Hold up that is wrong the flushing only will be paid from fund 73. Let me get that code.

From: Eller, Christopher L <Christopher.Eller@rowancountync.gov>
Sent: Monday, February 6, 2023 12:37 PM
To: Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov>; Odell, Mitzi C <Mitzi.Odell@rowancountync.gov>; Kitalong-Will, Ann M <Ann.Kitalong-Will@rowancountync.gov>; Sharpless, Teresa F. <Teresa.Sharpless@rowancountync.gov>
Cc: Bevis, Lisa F <Lisa.Bevis@rowancountync.gov>
Subject: RE: City of Salisbury Water Fund Bill

Thanks, Anna.

Just for clarification, I am putting just the flushing portion each month in this account, and still breaking out the Mgt Fee and Metered water, correct? In the past it has been broken down into three accounts:

6557510 – 541025 WATER FLUSHING

6557510 – 590020 OPER & MANGMT FEES

6557510 – 541020 WATER PURCHASED



NORTH CAROLINA

Be an original.

Chris Eller | Accountant I
Rowan County Finance Department
130 West Innes St. Salisbury, NC 28144
[p] (704) 216-8164
www.rowancountync.gov

From: Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov>

Sent: Monday, February 6, 2023 12:32 PM

To: Odell, Mitzi C <Mitzi.Odell@rowancountync.gov>; Kitalong-Will, Ann M <Ann.Kitalong-Will@rowancountync.gov>; Sharpless, Teresa F. <Teresa.Sharpless@rowancountync.gov>

Cc: Bevis, Lisa F <Lisa.Bevis@rowancountync.gov>; Eller, Christopher L <Christopher.Eller@rowancountync.gov>

Subject: RE: City of Salisbury Water Fund Bill

Fund	6050	WATER	Acct	6050-75-7510-7500-7510-0000-
Org	6557510	WTR OPER	Acct name	WATER FLUSHING
Object	541025	WTR FLUSH	Type	Expense
Project	<input type="checkbox"/>		Rollup	<input type="checkbox"/>
			Sub-Rollup	<input type="checkbox"/>

From: Odell, Mitzi C <Mitzi.Odell@rowancountync.gov>

Sent: Monday, February 6, 2023 12:30 PM

To: Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov>; Kitalong-Will, Ann M <Ann.Kitalong-Will@rowancountync.gov>; Sharpless, Teresa F. <Teresa.Sharpless@rowancountync.gov>

Cc: Bevis, Lisa F <Lisa.Bevis@rowancountync.gov>; Eller, Christopher L <Christopher.Eller@rowancountync.gov>

Subject: RE: City of Salisbury Water Fund Bill

Thanks so much. I was not sure if a BA would need to be completed also etc. before we can code the invoices.

Mitzi



NORTH CAROLINA

Be an original.

Mitzi O'Dell | Accountant III
Rowan County Finance Department
130 W. Innes Street, Salisbury, NC 28144
[p] 704-216-8109
www.rowancountync.gov

From: Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov>
Sent: Monday, February 6, 2023 12:28 PM
To: Odell, Mitzi C <Mitzi.Odell@rowancountync.gov>; Kitalong-Will, Ann M <Ann.Kitalong-Will@rowancountync.gov>; Sharpless, Teresa F. <Teresa.Sharpless@rowancountync.gov>
Cc: Bevis, Lisa F <Lisa.Bevis@rowancountync.gov>; Eller, Christopher L <Christopher.Eller@rowancountync.gov>
Subject: RE: City of Salisbury Water Fund Bill

I think Teresa has set up the accounts. In Fund 65 let me see if I can find those accounts for you.

From: Odell, Mitzi C <Mitzi.Odell@rowancountync.gov>
Sent: Monday, February 6, 2023 10:57 AM
To: Kitalong-Will, Ann M <Ann.Kitalong-Will@rowancountync.gov>; Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov>; Sharpless, Teresa F. <Teresa.Sharpless@rowancountync.gov>
Cc: Bevis, Lisa F <Lisa.Bevis@rowancountync.gov>; Eller, Christopher L <Christopher.Eller@rowancountync.gov>
Subject: RE: City of Salisbury Water Fund Bill
Importance: High

Good morning. We were in the process of entering this month's invoice and we are over budget for the account. Can you please let me know the status of this inquiry and what account we should be using to code the invoices now or will a BA be completed to move the funds into Fund 65? This invoice is due by the 10th of each month. We just received it in the mail Friday.

Thanks in advance. Please let me know if you have any questions or concerns.

Mitzi



NORTH CAROLINA

Be an original.

Mitzi O'Dell | Accountant III
Rowan County Finance Department
130 W. Innes Street, Salisbury, NC 28144
(p) 704-216-8109
www.rowancountync.gov

From: Kitalong-Will, Ann M <Ann.Kitalong-Will@rowancountync.gov>
Sent: Wednesday, January 18, 2023 1:12 PM
To: Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov>; Sharpless, Teresa F. <Teresa.Sharpless@rowancountync.gov>; Odell, Mitzi C <Mitzi.Odell@rowancountync.gov>
Cc: Bevis, Lisa F <Lisa.Bevis@rowancountync.gov>; Eller, Christopher L <Christopher.Eller@rowancountync.gov>
Subject: Re: City of Salisbury Water Fund Bill

The short answer is yes, we can use ARPA funds. The long answer is that I'm working on possible funding that we can use instead of ARPA, but I don't know the status of that grant yet. I don't know if you'd want to do the BA for ARPA now or wait until I hear about the other grant.

Could you please run a report on the flushing charges for me, going back to March 3, 2021? This will help with ARPA reporting. Thank you.

Ann

From: Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov>
Date: Wednesday, January 18, 2023 at 1:07 PM
To: Sharpless, Teresa F. <Teresa.Sharpless@rowancountync.gov>, Odell, Mitzi C <Mitzi.Odell@rowancountync.gov>, Kitalong-Will, Ann M <Ann.Kitalong-Will@rowancountync.gov>
Cc: Bevis, Lisa F <Lisa.Bevis@rowancountync.gov>, Eller, Christopher L <Christopher.Eller@rowancountync.gov>
Subject: RE: City of Salisbury Water Fund Bill

Yes when I spoke with Ann she indicated that we could spend funds from ARPA to help cover these cost. I have copied her in to let us know if anything has changed.

From: Sharpless, Teresa F. <Teresa.Sharpless@rowancountync.gov>
Sent: Wednesday, January 18, 2023 1:03 PM
To: Odell, Mitzi C <Mitzi.Odell@rowancountync.gov>; Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov>
Cc: Bevis, Lisa F <Lisa.Bevis@rowancountync.gov>; Eller, Christopher L <Christopher.Eller@rowancountync.gov>
Subject: RE: City of Salisbury Water Fund Bill

Hi all,
Last I heard on this we were supposed to use ARPA funds for the Water Flushing because it is related to Lead Remediation. Has that changed? I just want to double check before I do the BA.

Thanks
Teresa

From: Odell, Mitzi C <Mitzi.Odell@rowancountync.gov>
Sent: Wednesday, January 18, 2023 12:48 PM
To: Sharpless, Teresa F. <Teresa.Sharpless@rowancountync.gov>; Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov>
Cc: Bevis, Lisa F <Lisa.Bevis@rowancountync.gov>; Eller, Christopher L <Christopher.Eller@rowancountync.gov>
Subject: RE: City of Salisbury Water Fund Bill

Good afternoon. We will need to do a BA for 6557510-541025 Water Flushing. After paying the invoice for 11/15-12/15, the available funds will not cover next month's bills. If we continue to average about \$17,000 for that line item per month, we will need about \$100,000 added to this account.

Please let me know if you have any questions or concerns.

Thanks in advance.

Mitzi

Thanks,

Mitzi



Mitzi O'Dell | Accountant II
Rowan County Finance Department
130 W. Innes Street, Salisbury, NC 28144
[p] 704-216-8109
www.rowancountync.gov

From: Sharpless, Teresa F. <Teresa.Sharpless@rowancountync.gov>
Sent: Monday, November 14, 2022 1:42 PM
To: Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov>
Cc: Odell, Mitzi C <Mitzi.Odell@rowancountync.gov>; Bevis, Lisa F <Lisa.Bevis@rowancountync.gov>; Eller, Christopher L <Christopher.Eller@rowancountync.gov>
Subject: RE: City of Salisbury Water Fund Bill

I agree. I am not sure if there is enough in the expense accounts to move that much. I did the BA based on the contract and the percentage billed doubling from last year. I can change the BA but I am thinking I would need to increase Fund Balance?

From: Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov>
Sent: Monday, November 14, 2022 11:23 AM
To: Sharpless, Teresa F. <Teresa.Sharpless@rowancountync.gov>
Cc: Odell, Mitzi C <Mitzi.Odell@rowancountync.gov>; Bevis, Lisa F <Lisa.Bevis@rowancountync.gov>; Eller, Christopher L <Christopher.Eller@rowancountync.gov>
Subject: RE: City of Salisbury Water Fund Bill

Do we think \$50,000 is enough to cover this until the end of the year?

$17,500 * 8 = \$140,000$

If we only move \$50,000 we are still short \$90,000.



Anna Bumgarner | Finance Director
Rowan County Finance
130 W. Innes Street, Salisbury, NC 28144
[p] 704-216-8174 [c] 980-330-0157 [f] 704-216-8166
www.rowancountync.gov/675/Purchasing
<https://www.rowancountync.gov/260/Finance>

From: Sharpless, Teresa F. <Teresa.Sharpless@rowancountync.gov>
Sent: Monday, November 14, 2022 11:10 AM
To: Odell, Mitzi C <Mitzi.Odell@rowancountync.gov>; Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov>; Bevis, Lisa F <Lisa.Bevis@rowancountync.gov>
Cc: Eller, Christopher L <Christopher.Eller@rowancountync.gov>
Subject: RE: City of Salisbury Water Fund Bill

Good morning,

I attached a BA for the water flushing. If you all will, please look over it and let me know if it looks ok. I tried to pull from accounts that looked like they will have budget to spare.

I have not done one yet for account 6557510-590020 because I do not think that account will need one? It looks like we have been charged \$4,500 a month. If the monthly rate stays the same this account will have enough budget for the year. It looks like 13 payments came out of last years budget which is why it was over budget last year.

Please let me know if you have any questions.

Teresa



NORTH CAROLINA

Be an original.

Teresa Sharpless | Accountant II
Rowan County Finance Department
130 West Innes Street, Salisbury, NC 28144
[p] 704.216.8173
www.rowancountync.gov

From: Odell, Mitzi C <Mitzi.Odell@rowancountync.gov>

Sent: Thursday, November 10, 2022 11:52 AM

To: Sharpless, Teresa F. <Teresa.Sharpless@rowancountync.gov>

Cc: Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov>; Bevis, Lisa F <Lisa.Bevis@rowancountync.gov>; Eller, Christopher L <Christopher.Eller@rowancountync.gov>

Subject: City of Salisbury Water Fund Bill

Good morning. I hope you are feeling better.

We need to do a BA for a couple of accounts. 6557510-541025 is for water flushing and it looks like the percentage billed is double last year. We are already over budget for the current invoice. The second account is 6557510-590020. We were over budget last year and if the fees are similar we will be over budget this year again. We are researching to ensure this amount is correct but with conversations I think it may be.

Please let Chris and I know when the BA's have been completed so we can release the current invoice.

Thanks in advance.

Mitzi



NORTH CAROLINA

Be an original.

Mitzi O'Dell | Accountant II
Rowan County Finance Department
130 W. Innes Street, Salisbury, NC 28144
[p] 704-216-8109
www.rowancountync.gov




BA-08-125 - BOC 02-20

Final Audit Report

2023-02-08

Created:	2023-02-07
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoTAQqAnyehYgnemJLtuE4pxEBMn3LdeF

"BA-08-125 - BOC 02-20" History

-  Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)
2023-02-07 - 7:46:26 PM GMT- IP address: 24.123.188.14
-  Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature
2023-02-07 - 7:47:23 PM GMT
-  Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)
Signature Date: 2023-02-08 - 0:24:04 AM GMT - Time Source: server- IP address: 174.210.70.118
-  Agreement completed.
2023-02-08 - 0:24:04 AM GMT

DEPARTMENTAL REQUEST FOR BUDGET ACTION

To allocate FY22 restricted sales tax for capital improvements for RSS and KCS.

Date: 02/02/23

Reviewed:

[illegible]

Rowan County
Restricted Sales Tax For RSS and Kannapolis City Schools
For the Year Ended June 30, 2022

ADM %
RSS 93.38% Change ADM for new year
KCS 6.62% Change ADM for new year

Reserve Balance, June 30, 2021

Rowan-Salisbury Schools	\$	2,624,247
Kannapolis City Schools		<u>446,493</u>
	\$	<u>3,070,740</u>

Revenues:

Article 40 - Restricted	1142335-435504	\$	2,623,475
Article 42 - Restricted	1142335-435506	\$	<u>5,246,950</u>
		\$	<u>7,870,425</u>

Revenue Split Base on ADM %

Rowan	\$	7,349,403
Kannapolis	\$	<u>521,022</u>
	\$	<u>7,870,425</u>

Expenditures:

Rowan - 1/2 cent sales tax	1157120-594035	\$	(1,420,798)
Kannapolis - 1/2 cent sales tax	1157130-594035	\$	<u>(507,107)</u>
		\$	<u>(1,927,905)</u>

Debt Service

Rowan (less lottery funds)	\$	(4,174,081)
Kannapolis (less lottery funds)	\$	<u>(10,134)</u>
	\$	<u>(4,204,215)</u>

Rowan	\$	1,754,524
Kannapolis	\$	<u>(16,219)</u>

Reserve Balance, June 30, 2022

\$	<u>4,809,044</u>
----	------------------

Allocation:

Rowan-Salisbury Schools	\$	4,378,771
Kannapolis City Schools	\$	<u>430,274</u>
	\$	<u>4,809,044</u>

BA-08-131 - BOC 02-20

Final Audit Report

2023-02-06

Created:	2023-02-06
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAa4z2RECTIWR6lmhbwIOfzcJ4Q_6GCaX

"BA-08-131 - BOC 02-20" History

-  Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)
2023-02-06 - 7:02:09 PM GMT - IP address: 24.123.188.14
-  Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature
2023-02-06 - 7:02:55 PM GMT
-  Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)
Signature Date: 2023-02-06 - 7:20:33 PM GMT - Time Source: server- IP address: 24.123.188.14
-  Agreement completed.
2023-02-06 - 7:20:33 PM GMT



Adobe Acrobat Sign

DEPARTMENTAL REQUEST FOR BUDGET ACTION

2/8/2023

[illegible]

Sharpless, Teresa F.

From: Sloop, Chris [NCSW]
Sent: Monday, February 6, 2023 7:45 AM
To: Sharpless, Teresa F.
Subject: Re: Accounts for Tropical Storm Eta grant

I am fine to use that revenue line. The money will be sent to Rowan County as the project is completed and request for payments are processed.

Chris

Chris Sloop
Director, Rowan County Soil And Water Conservation District
2727C Old Concord Road
Salisbury, NC 28146
Office: 704-216-8999
Cell: 704-245-3847

From: Sharpless, Teresa F. <Teresa.Sharpless@rowancountync.gov>
Sent: Friday, February 3, 2023 4:51 PM
To: Sloop, Chris [NCSW] <Chris.Sloop@rowancountync.gov>
Subject: FW: Accounts for Tropical Storm Eta grant

Hi Chris,

I just wanted to follow up and make sure you received my last email below... You currently have revenue set up for disaster relief 1145010-431300. Do you want to use that?

Thanks!
Teresa

From: Sharpless, Teresa F.
Sent: Thursday, February 2, 2023 5:04 PM
To: 'Sloop, Chris [NCSW]' <Chris.Sloop@rowancountync.gov>
Subject: RE: Accounts for Tropical Storm Eta grant

Thank you! Do you know the revenue line you want to use for when funds when they come in?

From: Sloop, Chris [NCSW] <Chris.Sloop@rowancountync.gov>
Sent: Thursday, February 2, 2023 12:52 PM
To: Sharpless, Teresa F. <Teresa.Sharpless@rowancountync.gov>; Kitalong-Will, Ann M <Ann.Kitalong-Will@rowancountync.gov>
Subject: Re: Accounts for Tropical Storm Eta grant

Teresa,
I would like for it to be set up in:
Org :1155010 Soil & Water
Object: 582025 Disaster Relief
Project: Tropical Storm Eta Relief-Debris Removal

Dollar amount in the contract is \$151,361.00

I'm attaching a copy of the contract for your records.

* The line that is in 582025 (\$19,000) was for Hurricane Florence, and that contract expired without me knowing it last year. So that line can be deleted if you are able. No actual money came in or went out under that contract. Just an FYI if you want to clean that up before creating a new project in that account.

Thanks,
Chris

Chris Sloop
Director, Rowan County Soil And Water Conservation District
2727C Old Concord Road
Salisbury, NC 28146
Office: 704-216-8999
Cell: 704-245-3847

From: Sharpless, Teresa F. <Teresa.Sharpless@rowancountync.gov>
Sent: Thursday, February 2, 2023 12:15 PM
To: Kitalong-Will, Ann M <Ann.Kitalong-Will@rowancountync.gov>
Cc: Sloop, Chris [NCSW] <Chris.Sloop@rowancountync.gov>
Subject: RE: Accounts for Tropical Storm Eta grant

I need the account numbers and the amount. Any backup you can send me for the Grant would be great as well.

Thanks
Teresa

ROWAN COUNTY
NORTH CAROLINA
Be an original.

Teresa Sharpless | Accountant II
Rowan County Finance Department
130 West Innes Street, Salisbury, NC 28144
[p] 704.216.8173
www.rowancountync.gov

From: Kitalong-Will, Ann M <Ann.Kitalong-Will@rowancountync.gov>
Sent: Thursday, February 2, 2023 12:07 PM
To: Sharpless, Teresa F. <Teresa.Sharpless@rowancountync.gov>
Cc: Sloop, Chris [NCSW] <Chris.Sloop@rowancountync.gov>
Subject: Accounts for Tropical Storm Eta grant

Hi Teresa – I'm working with Chris Sloop to help make sure the accounts are all set up for the Tropical Storm Eta grant. What information do you need from me for the BA? Thank you!

Ann



Steve Troxler
Commissioner

North Carolina Department of Agriculture
and Consumer Services

N. David Smith
Chief Deputy Commissioner

September 21, 2022

Mr. Chris Sloop
Rowan County (SWCD)
130 West Innes Street
Salisbury, NC 28144

ACCEPTANCE OF AWARD NOTIFICATION

Dear Mr. Sloop:

On behalf of Commissioner Steve Troxler and the N.C. Department of Agriculture and Consumer Services, we are pleased that you have accepted the Department's offer of \$ \$151,361.00.

By accepting our offer of financial assistance, you have agreed to the specific stipulations, terms and conditions, and reporting requirements contained in the contract that you signed. Enclosed is a fully executed contract for your records.

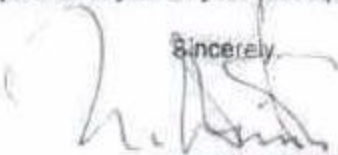
The forms listed below are used to fulfill the departmental reporting requirements of the Watershed Restoration Project-Eta:

1. Stream Debris Quarterly Report
2. Watershed Restoration Project Invoice Form

If you have any questions regarding the contract, please contact Heather Reichert at 919-707-3768 or by email at heather.reichert@ncagr.gov.

I would like to take this opportunity to thank you for your participation in the Watershed Restoration.

Sincerely,


N. David Smith
Chief Deputy Commissioner

Enclosures
Cc: Heather Bruce, Grants Manager





BA-08-223 - BOC 02-20

Final Audit Report

2023-02-09

Created:	2023-02-08
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8NpD8cw3lloasOeZMgtnX2O1QIF9loin

"BA-08-223 - BOC 02-20" History

-  Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)
2023-02-08 - 4:36:43 PM GMT - IP address: 24.123.188.14
-  Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature
2023-02-08 - 4:37:39 PM GMT
-  Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)
Signature Date: 2023-02-09 - 2:17:42 AM GMT - Time Source: server - IP address: 24.123.188.14
-  Agreement completed.
2023-02-09 - 2:17:42 AM GMT



Adobe Acrobat Sign

DEPARTMENTAL REQUEST FOR BUDGET ACTION

2/8/2023

[illegible]

Sharpless, Teresa F.

From: Bumgarner, Anna R
Sent: Tuesday, February 7, 2023 8:37 PM
To: Sharpless, Teresa F.
Cc: Bevis, Lisa F; Farrow-Bennett, Jody M; Cress, Randy J.
Subject: FW: Rowan County Chemical Booster Station - Change Order 6
Attachments: Change Order 006 Signed.pdf

We will need a BA to cover this change order 21466. The amount needed is \$4,947.78.

Teresa can you get this back to Jody to include with the Agenda Item.



NORTH CAROLINA

Be an original.

Anna Bumgarner, CLGPO | Finance Director
Rowan County Finance Department
130 W. Innes St., Salisbury, NC 28144
[p] 704-216-8174
www.rowancountync.gov

6 + 948 + 0000 +
2 + 697 + 0000 -
2 + 256 + 0000 *

From: Cress, Randy J. <randy.cress@rowancountync.gov>
Date: Tuesday, February 7, 2023 at 8:21 AM
To: Farrow-Bennett, Jody M <Jody.Farrow-Bennett@rowancountync.gov>, Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov>
Subject: Fwd: Rowan County Chemical Booster Station - Change Order 6

Jody, Can you help me get this on the next BoC mtg for approval? I will provide the language based on prior change orders.

Anna, since this CO does have a cost, would you be able to see if we have enough funds for pre audit or if we also need a BA to go along with this.

Thank you both and Jody I will follow up with the explanation and recommendation.
Randy

From: Church, Aaron <Aaron.Church@rowancountync.gov>
Sent: Friday, February 3, 2023 11:33:34 AM
To: Cress, Randy J. <randy.cress@rowancountync.gov>
Subject: Fwd: Rowan County Chemical Booster Station - Change Order 6

Randy,

Will you please care of this?

Aaron Church
Rowan County Manager
130 West Innes Street
Salisbury, NC 28144

Phone: 704-216-8180
Cell: 704-213-8369

Begin forwarded message:

From: "Gibson, Sara" <sgibson@hazenandsawyer.com>
Subject: Rowan County Chemical Booster Station - Change Order 6
Date: February 2, 2023 at 4:48:35 PM EST
To: "Church, Aaron" <Aaron.Church@rowancountync.gov>, "randy.cress@rowancountync.gov" <randy.cress@rowancountync.gov>
Cc: "Babson, Aaron D" <ababson@hazenandsawyer.com>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report suspicious emails by clicking the "Report Phish" button.

Randy and Aaron,

Good afternoon! As I discussed on the phone with Randy earlier this week, please find Change Order 6 for inclusion in the February 20th board meeting. This effort is for additional programming which will allow for the chemical metering pumps to provide a more stable chemical feed while responding to flow fluctuations we have been seeing in the distribution system.

Please let me know if you have any questions or need any additional information.

Thank you,

Sara Gibson

Sara N. Gibson, PE

Senior Associate | Hazen and Sawyer
4011 WestChase Blvd., Suite 500, Raleigh, NC 27607
919.833-7152 (main) | 919.755-8852 (direct)
sgibson@hazenandsawyer.com | hazenandsawyer.com
[pronouns | she, her, hers](#)

Change Order No. <u>006</u>			
Date of Issuance:	February 2, 2023	Effective Date:	February 2, 2023
Owner:	Rowan County, NC	Owner's Contract No.:	21466
Contractor:	Dellinger, Inc.	Contractor's Project No.:	P-1246
Engineer:	Hazen and Sawyer, P.C.	Engineer's Project No.:	32506-001
Project Site:	1375 Long Ferry Rd., Salisbury, NC	Contract Name:	NE Rowan County Chemical Booster Station

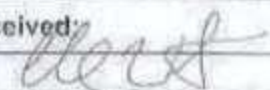
The Contract is modified as follows upon execution of this Change Order:

Description:

Issued for programming modifications required to provide flexibility in reacting to NE Rowan County distribution system flow fluctuations. This will allow for the chemical metering pumps to provide a more stable chemical feed while responding to flow fluctuations. The subcontractor (Lord & Company) provided a lump sum cost for programming efforts related to the Contract Documents. The programming modifications associated with this change order were not part of the original design.

Attachments: RFC #11

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price:	Original Contract Times:
\$ 742,900.41	Substantial Completion: 01-03-2022 (180 days from NTP)
	Ready for Final Payment: 02-02-2022 (210 days from NTP)
Previously approved change amount from Change Orders No. <u>0</u> to No. <u>5</u> :	Previously approved days: 384 from Change Orders No. <u>0</u> to No. <u>5</u>
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 823,698.33	Substantial Completion Date: 01-01-2023 (544 days)
	Ready for Final Payment Date: 01-31-2022 (574 days)
Increase of this Change Order:	Increase of Days for this Change Order:
\$ 4,947.78	Zero (0) days
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 828,646.11	Substantial Completion Date: 01-01-2023 (544 days)
	Ready for Final Payment Date: 01-31-2023 (574 days)

Recommended:	Authorized:	Received:
By: Sara Gibson, PE	By:	By: 
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Sara Gibson	Title:	Title: President
Date: 2023 02 02 14:54:29 -05'00'	Date:	Date: 2/2/23

Approved by Funding Agency (if applicable)

By:	Date:
Title:	

Sumner County
Chemical Waste Station
Summary RFP's, WCD's and Change Orders
Updated February 2, 2023

RF#	WCB No.	RF# No.	RF# Date	Change Order No.	Description	Cost	Credit	Net	Adjusted Contract Amount	Adjusted S.C. Deduction	Adjusted S.C. Date	Adjusted P.C. Deduction	Adjusted P.C. Date	Status / Comments
		005	001	001	Contract SOW Addendum / Clarifications / E-Proc	\$4,800.00		\$4,800.00	\$742,505.91	100	04/28/23	000	03/15/22	
				001	Change Order No. 1 Supply for 4-20 mA Transmitters for Metering Pumps	\$1,200.00		\$1,200.00	\$741,305.91	0				04/04/23 Added
				001	Additional Programming for 4-20 mA Transmitters	\$2,000.00		\$2,000.00	\$740,305.91					04/04/23 Excluded
				001	40 PSI Interconnected Transfer Switch Refurbish	\$16,600.00		\$16,600.00	\$697,705.91					04/04/23 Excluded
				001	Change Order No. 1 Total Percentage Change per C.D. No. 1	\$19,800.00	\$0.00	\$19,800.00	\$677,905.91	0.00	06/01/23	0.00	03/15/22	Excluded
				002	Revised Load Control Panel Implementation	\$2,700.00		\$2,700.00	\$675,205.91					04/04/23 Excluded
				002	Emergency Power for Standby Station	\$2,000.00		\$2,000.00	\$673,205.91					04/04/23 Excluded
				002	Change Order No. 2 Total Percentage Change To Date	\$4,700.00	\$0.00	\$4,700.00	\$668,505.91	0	07/05/23	0	04/20/22	Excluded
				002	Added Interlocks to Injection Panel	\$0,000.00		\$0,000.00	\$668,505.91					04/04/23 Excluded
				002	30,000 PSI Pressure Drop in Voltage Drop	\$2,000.00		\$2,000.00	\$666,505.91					04/04/23 Excluded
				002	Change Order No. 3 Total Percentage Change To Date	\$6,700.00	\$0.00	\$6,700.00	\$659,805.91	0	07/05/23	0	04/20/22	Excluded
				002	Credit for Tapping Block and Valve for Fire Hydrant	\$0,000.00		\$0,000.00	\$659,805.91					04/04/23 Excluded
				002	Change Order No. 4 Total Percentage Change To Date	\$6,700.00	\$0.00	\$6,700.00	\$653,105.91	0	07/05/23	0	04/20/22	Excluded
				002	Sumo Pump and Control Piping	\$0.00		\$0.00	\$653,105.91	0.00		0.00		04/04/23 Excluded
				002	Change Order No. 5 Total Percentage Change To Date	\$0.00	\$0.00	\$0.00	\$653,105.91	0	07/05/23	0	04/20/22	Excluded
				002	Programming Modification	\$0,000.00		\$0,000.00	\$653,105.91	0		0		04/04/23 Excluded
				002	Change Order No. 6 Total Percentage Change To Date	\$0,000.00	\$0.00	\$0,000.00	\$653,105.91	0	07/05/23	0	04/20/22	Excluded

RFP - Request for proposal
 MCC - Mass Change Certificate
 RFI - Customer Financial
 S.C. - Statistical Completion
 S.C. - Final Completion

DELLINGER, INC.

HEAVY CONTRACTOR

MORRIS, NC

General Contractor
P. O. Box 929 — Monroe, NC 28111-0929

Office No. (704) 282-7554

Fax No. (704) 285-8317

Request For Change (RFC) To Contract AmountRFC # 011 PROJECT NE Rowan County Chemical Booster Station DATE 1/26/2023

Attn: Sara Gibson
Eng./Owner: Hazen and Sawyer
Address: 4011 WestChase Blvd. Suite 500
City: Raleigh, NC 27607
Owner: Rowan County

Description of Change: This Change Order is on behalf of Lord & Company for the Changes to the Programming in the Northeast Rowan Chemical Booster Station.Please see the attached documents.Work provided under this Change Order will fall within the warranty period for the project and have no effect on the Substantial Completion

Change Order Amount

\$4,947.78This RFC is valid for 30 days, at which time reevaluation of cost and time may be necessary.

Request for Change to Contract Amount Accepted by Owner

By: _____ Date: _____
Signature

Title

DELLINGER, INC.

By: Will Crook Digitally signed by Will
Crook
Date: 2023.02.02 11:08:48
Signature Date: _____Will Crook - Project Manager
Name and Title

DELLINGER, INC.

HEAVY CONTRACTOR

MONROE, NC

General Contractor
P.O. Box 929 --- Monroe, NC 28111-0929

Office No. (704) 283-7551

Fax No. (704) 289-8217

COST DETAILS

JOB NO.
PROJECT:S-1246
NE Rowan County Chemical Booster Station

REQUEST FOR CHANGE #

011

DATE: 1/26/2023

OWNER: Rowan County

LABOR

SEE ATTACHED

Project Management

Rate \$ 59.04 / Hour 12 Hours

\$0.00

\$ 708.48

SUBTOTAL

\$ 708.48

TAX, INS., BENEFITS 33.46%

\$ 235.47

SUBTOTAL - LABOR

\$ 943.95

EQUIPMENT

SEE ATTACHED

\$ -

SUBTOTAL - EQUIPMENT

\$ -

MATERIAL

SUBTOTAL

\$ -

SALES TAX

\$ -

SUBTOTAL - MATERIAL

\$ -

SUBCONTRACTOR

Lard & Company

See Attached

\$ 3,593.23

SUBTOTAL - SUBCONTRACTS

\$ 3,593.23

JOB OVERHEAD

OUT OF TOWN EXPENSES

\$220.00 PER DAY

UTILITIES (SANITARY FACILITIES

TELEPHONE, POWER)

\$14.00 PER DAY

SUBTOTAL - JOB OVERHEAD

\$ -

PRORATED AND OTHER COST

MOB / DEMOB

SAFETY 2% OF LABOR

SMALL TOOLS 2% OF LABOR

\$ 19.20

WITH EQUIPMENT

SUBTOTAL - OTHER COSTS

\$ 19.20

SUB TOTAL

\$979.85

MARK UP 15 %

\$146.86

SUBCONTRACTS

\$1,322.90

MARK UP 5%

\$3,593.23

SUBTOTAL

\$4,398.80

BOND 1 %

\$48.99

TOTAL

\$4,947.78



Lord & Company, Inc.

INDUSTRIAL AUTOMATION DIVISION OF A.E.W. PROCESS

2100 Carolina Place Drive; Fort Mill, SC 29708

Tel: (803) 802-0060 Fax: (803) 802-0070

Website: www.lordandcompany.com

Locations

Fort Mill, South Carolina

Durham, North Carolina



Task Order 1A: North East Rowan County Water System Chemical Booster Station Programming Modifications

L&C Project No. SE-8777

L&C Quotation No. 012623A

"A FULL-SERVICE INSTRUMENTATION & CONTROLS COMPANY"

The cost in quote includes the cost for in-house engineering labor and testing, and on-site deployment and testing, to successfully achieve the programming services requested by engineer and owner during the on-site visit on 01/23/23. Changes required are also noted on document "Site Visit Summary 1-23-23" provided by Sara Gibson on 01/24/23 on email titled: "RE: Rowan County Programming Details - Meeting Next Week".

We appreciate the opportunity to meet your instrumentation and control needs for this project and give your company a firsthand experience of working with Lord & Company. We are certain that we will prove our excellent reputation of over 30 years for quality equipment, timely services, and experienced engineers.

Engineering We shall provide the specified shop drawings, submittals, testing and calibration documentation and O & M manuals in software (CD) format. Hard copies of these documents can be printed from the CD, or Lord & Company will provide hard copies at an additional cost. Additional hard copy of O&M Manuals can be supplied at a cost of \$120 per manual.

Warranty We shall provide a One (1) year warranty from the date of customer acceptance on the equipment as specified. Damage due to misuse, abuse, flooding, moisture, lightning surges, transients from lightning or any other induced voltages are not covered. Equipment manufacturer's standard warranty and terms apply.

Notes Unless specifically set forth in the scope of this proposal, this offer does not include:

- ◊ Interconnecting wiring or conduit
- ◊ Fiber Optic Cable
- ◊ Communication Connectors
- ◊ Installation
- ◊ Installation of antenna, antenna towers, cable, conduit & wire
- ◊ Wire termination's
- ◊ Power distribution equipment
- ◊ Local power disconnects
- ◊ TVSS enclosures
- ◊ Electrical Racks with Hoods
- ◊ Enclosure Rated for Class I, Division 2 hazardous location
- ◊ Misc. hardware and mounting equipment such as stands, poles, anchors, sunshields, etc.

Terms Monthly progress payments for milestones, design, material shipments, startup, etc., Net 30 days after date of invoice. A 1 1/2% monthly interest charge shall apply to all invoices over 15 days past due. No statement or condition contained in any order submitted by Buyer which modifies, adds to, is different from or inconsistent with any item or condition of this Quotation shall be binding on the Seller unless the Seller shall have expressly consented in writing to such statement or condition. Reference this quotation number on all correspondence concerning this project, including purchase orders and/or contracts.

Starting & Finishing with Excellence

Page 1 of 2



AN EMPLOYEE OWNED COMPANY

www.lordandcompany.com



Page 2 of 2

Total Price \$3,593.23

We sincerely thank you for the opportunity to work with you on this project and hope that you are richly blessed with the Grace of God in your life. If you have any question or concerns pertaining to this scope of work please contact me.

Sincerely,
Lord & Company, Inc.

Diego Machuca, PMP
Project Manager/Engineering Services Development Manager



Lord & Company, Inc.
INDUSTRIAL AUTOMATION DIVISION OF AN L.W. PROCESS

2100 Carolina Place Drive
Fort Mill, SC 29708
Mobile: 803-874-1216
Office: 803-802-0060 ; 132
Email: dmachuca@lordandcompany.com
Website: lordandcompany.com

Starting & Finishing with Excellence

Page 2 of 2

Hazen

PROGRAMMING SITE VISIT SUMMARY

Date:	Monday, January 23, 2023	
Project:	Northeast Rowan County Chemical Booster Station	
Location:	1375 Long Ferry Road Salisbury, NC	
Hazen Project:	32506-001	
ON-SITE		
GENERAL:	Dellinger, Inc. (Will Crook)	
INSTRUMENTATION:	Lord & Company (Rafael Balderrama)	
UTILITY:	Salisbury-Rowan Utilities (Lee Bouknight, Jeff Parker)	
ENGINEER:	Hazen and Sawyer (Sara Gibson, Barry Bickerstaff)	
On Site:	Start: 8:15 am	End: 1:00 pm

Summary

1. Tested Caustic Metering Pump No. 1 backpressure valve and pressure relief valve.
 - The pressure gauges on either side of the backpressure valve indicated that no pressure was being induced. Hazen turned the adjustment screw to provide 5 psi of backpressure, but it did not register. Dellinger to test and adjust each backpressure valve (four total) to provide 5 psi of backpressure; replace any that are not functioning as specified (**Dellinger Action Item**).
 - The backpressure valve provided relief at 150 psi. Dellinger to test the other three backpressure relief valves for similar operation (**Dellinger Action Item**).
2. The project team reviewed the current process controls for the caustic metering pumps and identified areas for optimization and improvement.
 - The caustic carrier water is approximately 1.5 gpm of water when it is run in tandem through the orthophosphate carrier water system. This results in a "travel time" of applied caustic feed rate of approximately 12 minutes. Hazen closed the valve to the orthophosphate system in order for the caustic carrier water flow to increase to ~2.5 gpm. This will reduce the "travel time" to approximately 6 to 7 minutes. Hazen recommends maintaining this operation unless the orthophosphate system is required to run.
 - The caustic metering pump feed rate is currently adjusted 1) based on the process flow that is updated every three seconds and 2) a pH trim adjustment every 5 minutes.
 - i. Process Flow: 10% of the differential between the instantaneous flow reading and the previous flow reading is added to the previous flow reading. Trends were reviewed with this "filter flow" calculation against instantaneous process flow readings and the caustic metering pump speed input.
 1. It was determined that the "filter flow" trendline displayed on SCADA is not correct, but it is not being factored into the running calculation. The programming is "filtering" the flow properly, as detailed above.
 2. The observations confirmed that the metering pump speed input generally trends as expected with the process flow.
 3. The project team determined that there may be a benefit to 1) increasing the time interval between process flow readings and 2) taking an average of these

process flow readings over a set period of time for metering pump speed adjustment (instead of instantaneous).

- a. Provide a "Process Flow Interval" operator input for the frequency at which the process flow reading is pulled into SCADA (**Lord & Company Action Item**).
 - i. Initial operator setpoint: 5 seconds
 - ii. Setpoint range: 1 to 60 seconds
 - b. Provide a "Pump Speed Adjustment Interval" operator input for the frequency at which the metering pump speed shall be adjusted. At this time, the metering pump speed would be adjusted based on the average of the process flow readings since the last pump speed adjustment (**Lord & Company Action Item**).
 - i. Initial operator setpoint: 1 minute
 - ii. Setpoint range: 0.25 to 10 minutes
- ii. pH: At the set interval of 5 minutes, the pH reading is compared to the pH setpoint. If the pH is outside of the deadband, the metering pump speed will be increased or decreased at a set % interval.
1. The pH range for the setpoint input is currently 0 to 14. Hazen and SRU request that this be modified to 7.2 to 7.8 to meet regulatory requirements and minimize operator error (**Lord & Company Action Item**).
 - a. Hazen recommends a pH setpoint of 7.4 with a deadband of 0.2.
 2. The programming already provides a "pH Update Time" operator input. The range provided for input will be 1 to 15 minutes (**Lord & Company Action Item**).
 3. SRU requested that programming should include shutting down the caustic metering pumps if the pH is above the deadband (**Lord & Company Action Item**).
 - a. The metering pump shall be called to run again if the pH reaches the setpoint (**Lord & Company Action Item**).
3. Lord & Company indicated that the caustic weigh scale transmitter may need to be serviced by Scaletron depending on the issue. Hazen will confirm the issue with SRU and will provide this information to Lord & Company (**Hazen Action Item**).





BA-08-235 - BOC 02-20

Final Audit Report

2023-02-09

Created:	2023-02-08
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZKQih4MaaQ2UPBB5MieZretip8MHUYM

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-  Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)
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ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Rowan Wild

EXPLANATION IN DETAIL:

Rowan Wild Proposed Budget NC Science Museums Grant Program - \$75,000.00

Date: 2/7/2023

BUDGET INFORMATION:

Prepared by: Ashley Duncan

[illegible]

Anna F. Burngauer

Feb 8, 2023

Grant Contract

This Contract is hereby entered into by and between the North Carolina Department of Natural and Cultural Resources (the "Agency") and County of Rowan (of which the Rowan County Nature Center and Wildlife Adventures is a department thereof), a unit of local government (the "Grantee") (referred to collectively as the "Parties"). The Grantee's federal tax identification number is 56-6000336.

This Contract consists of the following documents:

- 1) The General Terms and Conditions
- 2) The Scope of Work, description of services (Attachment A)
- 3) The line item budget (Attachment B)
- 4) Notice of Certain Reporting and Audit Requirements (Attachment C)

These documents constitute the entire agreement and "Contract" between the Parties and supersede all prior oral or written statements or agreements. The awarding of this grant is subject to allocation and appropriation of funds to the Agency for the purposes set forth in the contract.

General Terms and Conditions

DEFINITIONS

Except as otherwise provided in the Contract documents, the terms below shall have the following meanings in this Contract.

"Agency" means the North Carolina Department of Natural and Cultural Resources.

"Audit" means an examination of records or financial accounts to verify their accuracy.

"Certification of Compliance" means a report provided by the Grantee to the Agency that states that the Grantee has met the reporting requirements established by this Contract and included as a statement of certification by the Agency as part of the Grantee reporting package.

"Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.

"Contract" means a legal instrument that is used to document a relationship between the Agency and the Grantee.

"Fiscal Year" means the annual operating year of the non-State entity.

"Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.

"Grant" means financial assistance provided by a State agency to an eligible grantee to carry out activities identified in the Grant Contract.

"Grantee" means an entity that receives State financial assistance.

"Local Government" has the meaning in G.S. 159-7(15)

"Non-State Entity" has the meaning in G.S. 143C-1-1(d)(18).

"Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.

"State financial assistance" means State funds disbursed as a grant, cooperative agreement, non-cash contribution, food commodities, or direct appropriation to a grantee or subrecipient as defined in this Contract.

"Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.

"State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are disbursed as financial assistance to other organizations.

"Subrecipient" means a non-State entity that receives State financial assistance from a Grantee to carry out part of a State program; but does not include an individual that is a beneficiary of such program.

TERMS AND CONDITIONS

1. **Choice of Law:** The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the Parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.
2. **Grantee's Duties:** The Grantee shall complete and submit to the Agency the "REQUEST FOR PAYMENT OF APPROPRIATION(S) FROM NORTH CAROLINA GENERAL FUND" form, created by North Carolina's Office of State Budget and Management (OSBM), including the required enclosures.

The Grantee shall provide the services as described in Attachment A, Scope of Work and Description of Services and in accordance with the approved budget in Attachment B. The Grantee may make line item adjustments of less than ten percent (10%) for budgeted expenditures without prior approval from the Agency, except if the adjustment would exceed the total grant amount. For line item adjustments of ten percent (10%) or more for budgeted expenditures, the Grantee shall submit a written request for approval to the Agency and include a justification for the adjustment. Line item adjustments requiring approval shall be effective only upon a dually executed amendment between the parties, in accordance with Paragraph 21 of this Agreement. Amendments executed under this Paragraph shall include the new line item adjustment(s) (Attachment B) and any changes in the Scope of Work and Description of Services (Attachment A) related to the duties and services affected by the line item adjustment. An amendment that fails to comply with the requirements of this Paragraph shall not be binding upon the

parties. A violation of this Paragraph shall constitute a material breach and shall entitle the non-breaching party to all rights and actions available to it under the law.

In addition, the Grantee shall maintain all grant records for a period of five years or until all audit exceptions have been resolved, whichever is longer.

3. **Agency Duties:** Grants shall be paid at the direction of the Director of State Budget. The total amount paid by the Agency to the Grantee under this Contract is **\$75,000.00**. Contracts of \$100,000 or more to or for the use of the Grantee shall be made in quarterly or monthly payments, in the discretion of the Director of the Budget. The Agency may provide monitoring and oversight through a combination of periodic e-mails, calls, visits, and review of reports, invoices and deliverables.
4. **Independent Contractor:** The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.
5. **Key Personnel:** The Grantee shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Agency's Contract Administrator. The individuals designated as key personnel are those specified in Paragraph 34 of this Contract.
6. **Assignment:** No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the Agency, the Agency may:
 - (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
 - (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s). In no event shall such approval and action obligate the Agency to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all contract obligations.
7. **Beneficiaries:** Except as otherwise provided herein, this Contract shall inure to the benefit of and be binding upon the Parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.
8. **Indemnification:** The Grantee shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Grantee in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Grantee.
9. **Termination by Mutual Consent:** The Parties may terminate this Contract by mutual consent with 60 days' written notice to the other Party, or as otherwise provided by law. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract shall, at the option of the Agency, become its property. If the Contract is terminated by the Agency as provided herein, the

Grantee shall be paid for services satisfactorily completed, less payment or compensation previously made. Unexpended funds held by the Grantee shall revert to the Agency upon termination of this Contract.

10. **Termination for Cause:** If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof. Unexpended funds held by the Grantee shall revert to the Agency upon termination of this Contract. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this Contract, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined.

In case of default by the Grantee, the State may procure the services from other sources and hold the Grantee responsible for any excess cost occasioned thereby. The State reserves the right to require a performance bond or other acceptable alternative performance guarantees from successful offeror without expense to the State.

In addition, in the event of default by the Grantee under this Contract, the State may immediately cease doing business with the Grantee, immediately terminate for cause all existing contracts the State has with the Grantee, and de-bar the Grantee from doing future business with the State.

Upon the Grantee filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Grantee, the State may immediately terminate, for cause, this Contract and all other existing contracts the Grantee has with the State, and de-bar the Grantee from doing future business.

11. **Waiver of Default:** Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the Contract.
12. **Availability of Funds:** The Parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.
13. **Force Majeure:** Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
14. **Survival of Promises:** Except as otherwise provided herein or unless superseded by applicable federal or State statute of limitations, all promises, indemnifications, requirements, terms conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date.

15. **Copyrights and Ownership of Deliverables:** All deliverable items produced pursuant to this Contract are the exclusive property of the Agency. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.
16. **Federal Intellectual Property Bankruptcy Protection Act:** The Parties agree that the Agency shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.
17. **Compliance with Laws:** The Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
18. **Equal Employment Opportunity:** The Grantee shall comply with all federal and State laws relating to equal employment opportunity. The Grantee shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
19. **Access to Persons and Records:** The State Auditor and the Agency Internal Auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with N.C.G.S. §. 147-64.7. The Grantee shall retain all records for a period of five years following completion of the Contract. Additionally, as the State funding authority, the Agency shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.
20. **Record Retention:** Records created or obtained under this Contract shall not be destroyed, purged or disposed of without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the Contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.
21. **Amendment:** This Contract may not be amended orally or by performance. Amendments shall be made in writing on a form prepared by the Agency and duly executed by an authorized representative of the Agency and the Grantee.
22. **Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.
23. **Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the Contract and should not be used to construe the meaning of any text or content thereof.

24. **Certification Regarding Collection of Taxes:** N.C.G.S. § 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of N.C.G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Grantee certifies that it and all of its affiliates (if any) collect all required federal, State and Local taxes.
25. **Sales/Use Tax Refunds:** If eligible, the Grantee and all subrecipients shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. § 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.
26. **Travel Expenses:** Travel expenses shall not be reimbursed in the performance of this Contract. If travel is necessary in the performance of this Contract, it shall be included in the approved project budget and narrative.
27. **Entire Agreement:** This Contract and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements. This Contract and any addenda thereto, are incorporated herein by reference as though set forth verbatim. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
28. **By N.C.G.S. §133-32,** it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor) to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies. This prohibition covers those vendors and contractors who:
- (1) have a contract with a government agency; or
 - (2) have performed under such a contract within the past year; or
 - (3) anticipate bidding on such a contract in the future.
- The requirements of N.C.G.S. § 133-32 are hereby incorporated by reference, including any subsequent amendments thereto, and shall apply to all vendors and subcontractors under this Contract.
29. **Effective Period:** This Contract shall be effective upon signature by all Parties to this Contract. The Grantee shall expend all funds granted to it under this Contract on or after July 1, 2022 and on or before June 30, 2023, in furtherance of the Scope of Work in **Attachment A** and in accordance with the Line Item Budget and Narrative in **Attachment B**.
30. **Conflict of Interest Policy:** Grantees shall have on file with the Agency a copy of the Grantee's policy addressing conflicts of interest that may arise involving the Grantee's management employees and the members of its governing body as set forth in N.C.G.S. § 143C-6-23(b). The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Grantee's employees or members of its board or other governing body, from the Grantee's disbursing of state funds and shall include actions to be taken by the Grantee or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before Agency may disburse the grant funds.

31. **Requirements:** This Contract is subject to the reporting requirements described in the Notice of Certain Reporting and Audit Requirements (Attachment C).

The Grantee must ensure that grant funds dispersed under this Contract are audited in compliance with State and federal audit requirements for local governments and public authorities, institutions of higher education, and nonprofit organizations, and, as applicable, according to the standards of the federal Single Audit Act and Circular A-133 "Audits of States, Local Governments, and Nonprofit Organizations" as supplied by the Executive Office of the President, Office of Management and Budget, Washington, DC.

32. **Disbursements:** As a condition of this Contract, Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements;
- (b) Ensure sufficient account coding information to provide for tracking of grant funds through the Grantee's accounting system;
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to ensure that all account balances are solvent and reconcile the account monthly.

33. **Outsourcing/Assignability/Subcontracting:** The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subrecipient. The Grantee or subrecipient is not relieved of any of the duties and responsibilities of this Contract. Furthermore, any subrecipient must agree to abide by the standards contained in this Contract and to provide all information to allow the Grantee to comply with these standards.

34. **Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the Contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving written notice to the other Party within 30 calendar days of such change.

For the Agency:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name	Darrell D. Stover	Name	Darrell D. Stover
Title	Head of NC Science Museums Grant Program	Title	Head of NC Science Museums Grant Program
Agency	NC Museum of Natural Sciences 11 West Jones Street Raleigh, NC 27601	Agency	NC Museum of Natural Sciences 11 West Jones Street Raleigh, NC 27601
Telephone	919-707-9963		
Fax	919-715-5161		
Email	darrell.stover@naturalsciences.org		

For the Grantee:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
NAME	
TITLE	
GRANTEE NAME	
ADDRESS	
Tel	
Fax	
Email	

35. **Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

[THIS SPACE INTENTIONALLY LEFT BLANK]

In Witness whereof, the Grantee and the Agency have executed this Contract in duplicate originals, with one original being retained by each Party.

County of Rowan

DocuSigned by:
Ann Kitalong-Will 2/7/2023
Signature of Receiving Official Date

Ann Kitalong-Will Director, Grants Admin.
Printed Name Title

DocuSigned by:
Aaron Church 2/7/2023
Signature of Authorizing Official Date

Aaron Church County Manager
Printed Name Title

[CORPORATE SEAL] – (optional)

North Carolina Department of Natural and Cultural Resources

Jeff Michael, Deputy Secretary Date

North Carolina Source of Funds:

Account Code: 536G49

**Attachment A
Scope of Work**

Upon receipt of NCSMG funds, Rowan Wild will utilize these to maintain a live animal collection and enhance their habitats, as well as increasing and updating our inclusivity with signage to offer multiple languages and ADA accessibility throughout Rowan Wild. In addition to our live animal collection, staff will provide educational experiences to the community including programming on site, as well as outreach opportunities to traditionally underserved areas within a 60-mile radius of Rowan Wild, Dan Nicholas Park.

**Attachment B
Line Item Budget and Narrative**

Rowan Wild Proposed Budget NC Science Museums Grant Program

Total Amount Granted: \$75,000.00

**1. Educational Supplies/Equipment/Advertisement/Training -
\$25,000.00**

- Education program/camp supplies
- Educational programming/camp advertisement
- Visitor interactive areas
- Staff training and development - workshops/seminars/continuing education/certifications/rabies vaccinations

Measurable Goals: To equip, enhance and promote educational programming

and summer camps; to provide funding for staff training and development

**2. Animal exhibits/habitats/supplies/signage/visitor accessibility -
\$50,000**

- Exhibit/habitat/supplies facilities/signs maintenance and upgrades

Measurable Goals: To maintain and make necessary aesthetic and functional

improvements to current animal exhibits/habitats/supplies facilities; maintain/upgrade exhibit/habitat signage; improve/maintain visitor accessibility

Attachment C
Notice of Certain Reporting and Audit Requirements

The Grantee shall comply with the all rules and reporting requirements established by State statute or administrative rules. For convenience, the requirements are set forth in this Attachment.

Reporting Thresholds.

There are three reporting levels established for grantees and subrecipients receiving State financial assistance. Reporting levels are based on the level of State financial assistance from all funding sources. The reporting levels are:

- (1) Level I – A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year.
- (2) Level II – A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) or greater, but less than five hundred thousand dollars (\$500,000) within its fiscal year.
- (3) Level III – A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year.

Reporting requirements for grantees that meet the following reporting standards on an annual basis:

- (1) All grantees and subrecipients shall provide a certification that State financial assistance received or held was used for the purposes for which it was awarded.
- (2) All grantees and subrecipients shall provide an accounting of all State financial assistance received, held, used, or expended.
- (3) Level II and III grantees and subrecipients shall report on activities and accomplishments undertaken by the Grantee, including reporting on any performance measures established in this Contract.
- (4) Level III grantees and subrecipients shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

All reports shall be filed with the Agency in the format and method specified by the Agency no later than three months following the end of the Grantee's fiscal year. Audits must be provided to the funding Agency no later than nine months following the end of the Grantee's fiscal year. The Grantee shall use the reporting package forms provided by the Agency in making and submitting reports to the Agency.

Unless prohibited by law, the costs of audits made in accordance with the provisions of this Contract shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2 CFR Part 200. The cost of any audit not conducted in accordance with this Contract shall not be charged to State awards.

Notwithstanding the provisions of this Contract, a grantee may satisfy the reporting requirements of this Contract by submitting a copy of the report required under federal law with respect to the same funds.

**Attachment D
State Grant Certification – No Overdue Tax Debts Form**

Greg Edds, Chairman
Jim Greene, Vice-Chairman
Mike Coffey
Judy Korman
Craig Pomeroy



Aaron Church, County Manager
Sarah Pack, Clerk to the Board
John W. Jones II, County Attorney

Rowan County Board of Commissioners
130 West Jones Street • Salisbury, NC 28144
Telephone: 704-216-8180 • Fax: 704-216-8195

Date of Certification: 1/11/23

To: NC Museum of Natural Sciences
Agency Director and Chief Fiscal Officer
11 West Jones Street
Raleigh, NC 27601

Certification of No Overdue Taxes

We certify that Rowan County—Rowan Wild does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. 143-34(b).

Sworn Statement:

Gregory Edds and Aaron Church, being duly sworn, say that we are the Board Chair and County Manager respectively, of Rowan County, of Salisbury in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Board Chair

County Manager

Sworn to and subscribed before me on the day of the date of said certification.

(Notary Signature and Seal)

My Commission Expires: 4/24/27

SARAH M. PACK
Notary Public, North Carolina
Randolph County
My Commission Expires
4/24/27

If there are any questions, please contact the state agency that provided your grant. If needed, you may contact the North Carolina Office of State Budget and Management: NCGrants@aspen.nc.gov • (919) 807-4793

1 G.S. 105-243.1 defines: "Overdue tax debt. — Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."





BA-08-247 - BOC 02-20

Final Audit Report

2023-02-09

Created:	2023-02-08
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAASwdykixHANvCrw4yHDGHs16qrxWSbXL

"BA-08-247 - BOC 02-20" History

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Signature Date: 2023-02-09 - 2:22:05 AM GMT - Time Source: server- IP address: 24.123.188.14
-  Agreement completed.
2023-02-09 - 2:22:05 AM GMT



Adobe Acrobat Sign

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Nature Center/Rowan Wild

EXPLANATION IN DETAIL:

Awarded grant money placement.

1. ARPA - 2 checks totaling \$141,079.25. First check totaling \$70,539.63, second check totaling \$70,539.62. Once the first check is spent and reported on, the second check will arrive.

Date: 2/9/2023

BUDGET INFORMATION:

Prepared by: Ashley Duncan

[illegible]



Rowan Wild at Dan Nicholas Park
6800 Bringle Ferry Rd. – Salisbury, NC 28144

Phone: 704-216-7819 – Fax: 704-216-7972

Rowan Wild Proposed Budget NC Science Museum Nonrecurring (ARPA) Funding:
(2021-180, Appropriation Act 2021)

Total Funding Amount: \$141,079.25

1. Part Time Staffing – \$49,400.00

Educational Staffing - \$24,400.00

Two seasonal part time staff employees for Nature Center educational programming/summer camps at \$12.24/hr X 1998 hrs

Animal Care Staffing - \$25,000.00

Seasonal animal care part time staff employees at \$13.50/hr X 1852 hrs

Measurable Goals: To provide educational programs and summer camps; to provide animal care for native collection

2. Educational Supplies/Equipment/Advertisement/Training - \$15,000.00

- Education program/summer camp supplies
- Educational programming/summer camp advertisement
- Staff training and development - workshops/seminars/continuing education/certifications/rabies vaccinations

Measurable Goals: To equip, enhance and promote educational programming and summer camps; to provide funding for staff training and development

3. Animal exhibits/habitats/supplies/signage/visitor accessibility - \$76,679.25

- Exhibit/habitat/supplies facilities/signs maintenance and upgrades

Measurable Goals: To maintain and make necessary aesthetic and functional improvements to current animal exhibits/habitats/supplies facilities; maintain/upgrade exhibit/habitat signage; improve/maintain visitor accessibility

ROWAN COUNTY
PAYROLL WORKSHEET
POSITION DETAIL - NON-LEO

2023 BUDGET YEAR

Key in gray sections only

Department Name					
Position Title					
Hours (per week)	40	Increase	\$ 65,320.00	Grade	26
Position Title, Salary, Grade - confirmed with Human Resources:			Yes	No	

<u>Salary / Benefits</u>		Total Cost	Federal / State Reimbursement	Other Revenue	New County Funds Requested
Salary		\$ 49,400.00	\$ -	\$ -	\$ 49,400.00
	\$1,000				
Health Insurance	/ Mo	12,000.00	-	-	12,000.00
Medicare	1.45%	717.00	-	-	720.00
Retirement	12.85%	-	-	-	-
Social Security	6.20%	3,063.00	-	-	3,070.00
Workers Comp (Varies)	0.25%	124.00	-	-	130.00
401(k)	3.00%	-	-	-	-
Total Salary / Benefits		65,304.00	-	-	65,320.00
<u>Other Costs</u>					
Desk		-	-	-	-
Chair		-	-	-	-
Side chairs		-	-	-	-
Telephone		-	-	-	-
Computer		-	-	-	-
Bookcase		-	-	-	-
Vehicle		-	-	-	-
Travel		-	-	-	-
Training		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
Total Equipment Costs		-	-	-	-
Total Cost		\$ 65,304.00	\$ -	\$ -	\$ 65,320.00

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner, Finance Director
DATE: 02/20/23
SUBJECT: Financial Reports

Please see attached financial reports.

ATTACHMENTS:

Description

Financial Reports

Upload Date

2/10/2023

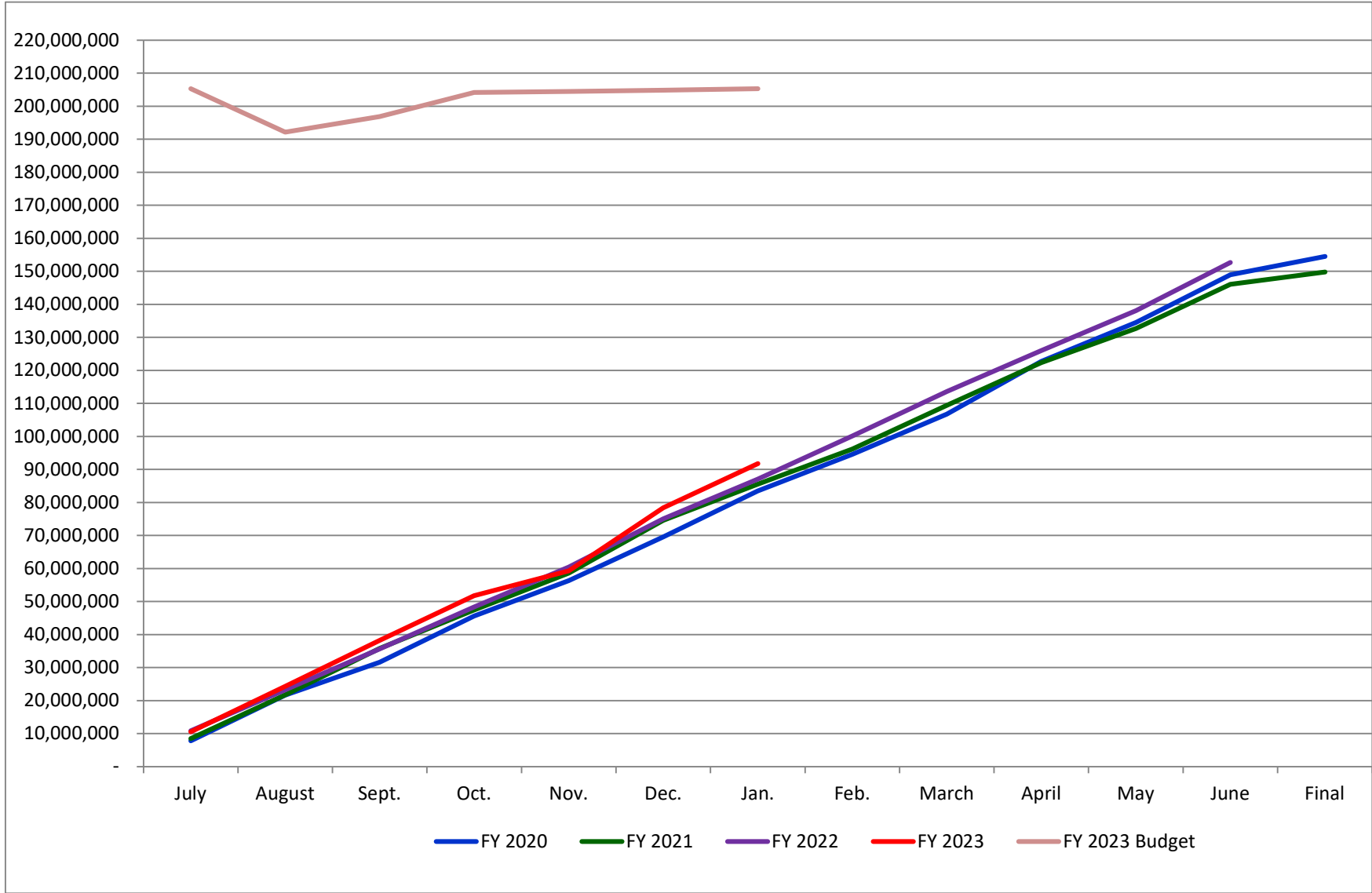
Type

Backup Material

ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2020 - 2023

ANNUAL CUMULATIVE EXPENDITURE COMPARISONS

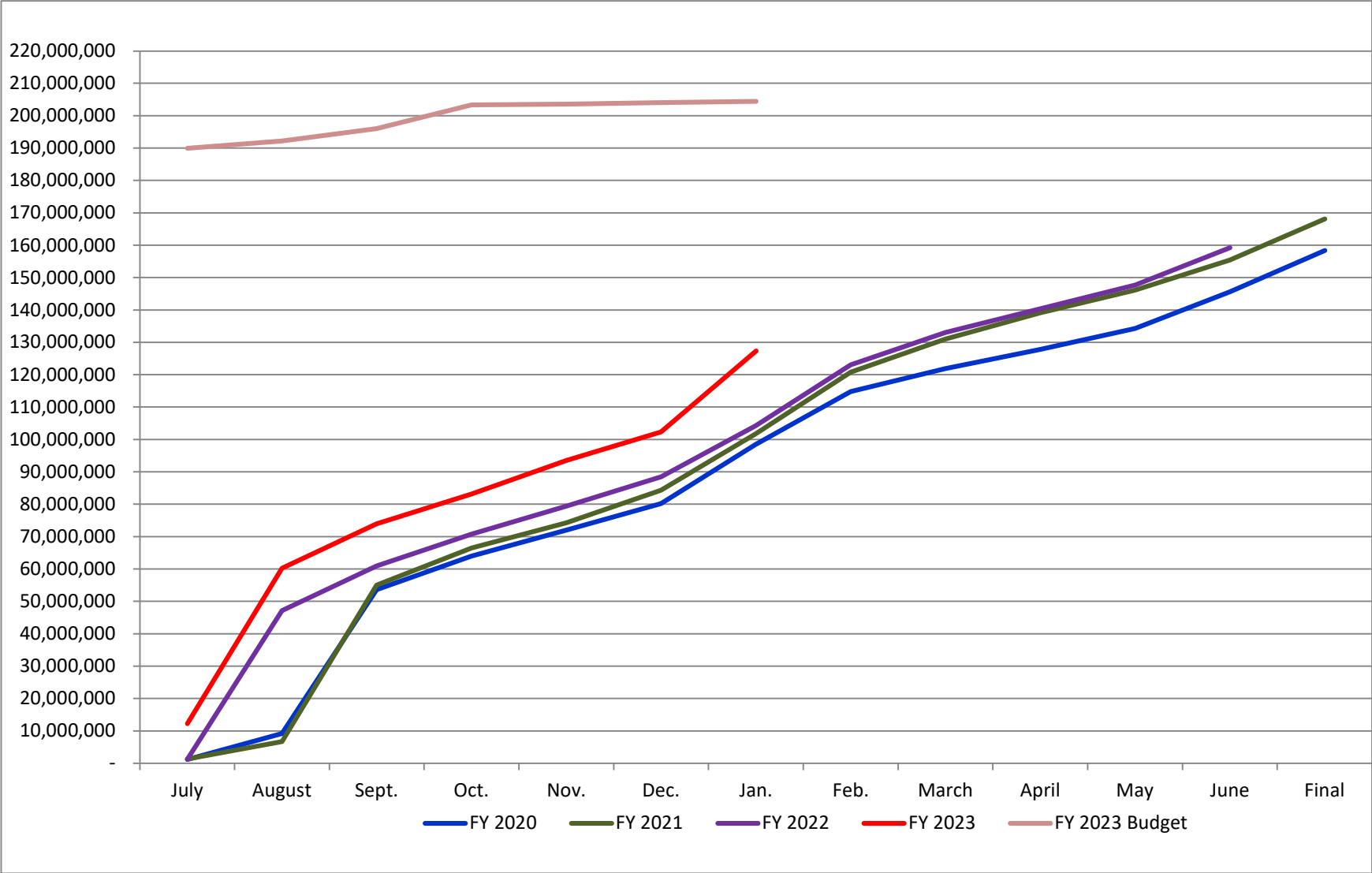
January		
2023	\$	91,812,245
2022	\$	87,025,317
2021	\$	85,526,614
2020	\$	83,445,971



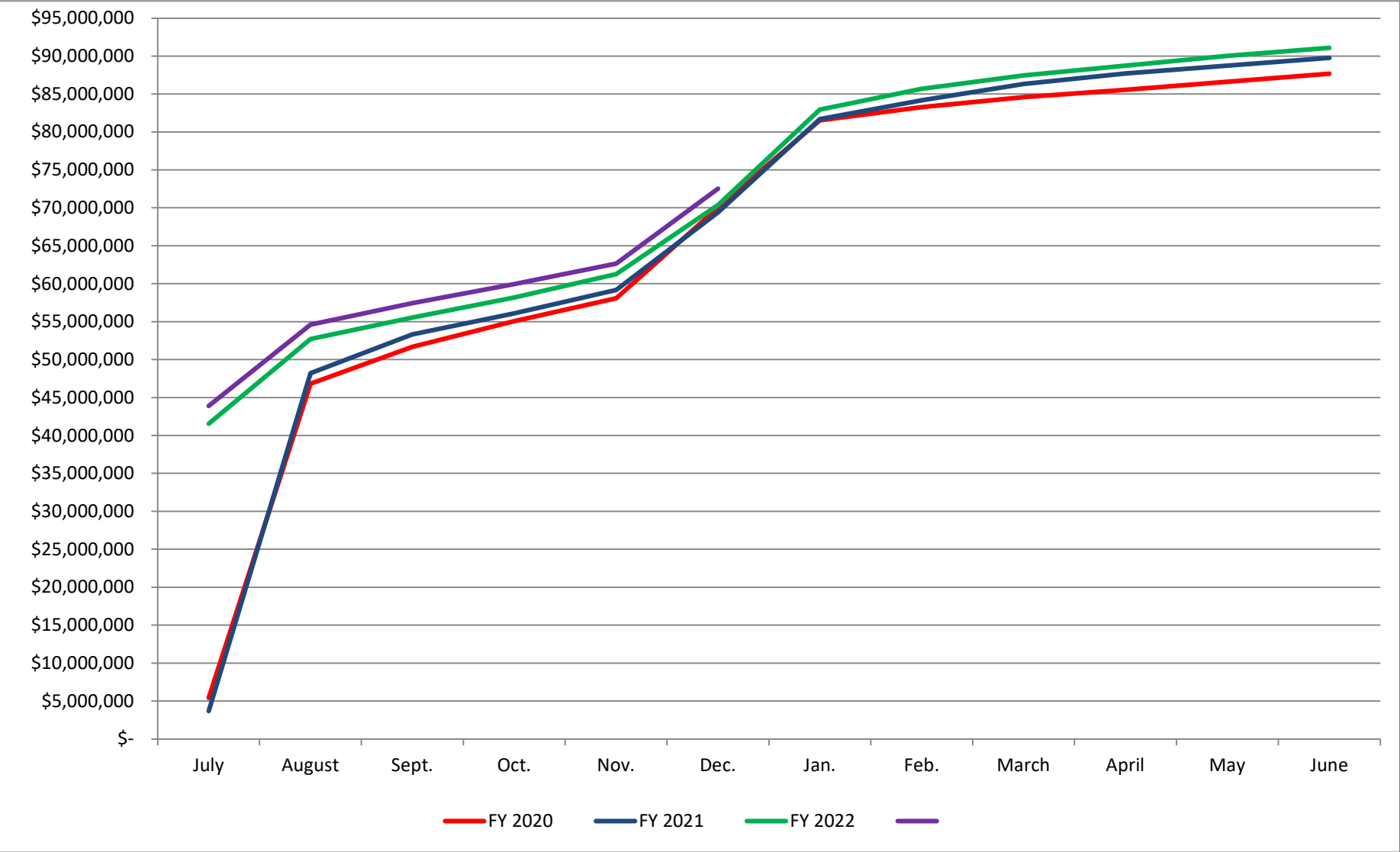
ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2020 - 2023

ANNUAL CUMULATIVE REVENUE COMPARISONS

January	
2023	\$ 127,386,420
2022	\$ 104,236,401
2021	\$ 101,762,567
2020	\$ 98,498,079



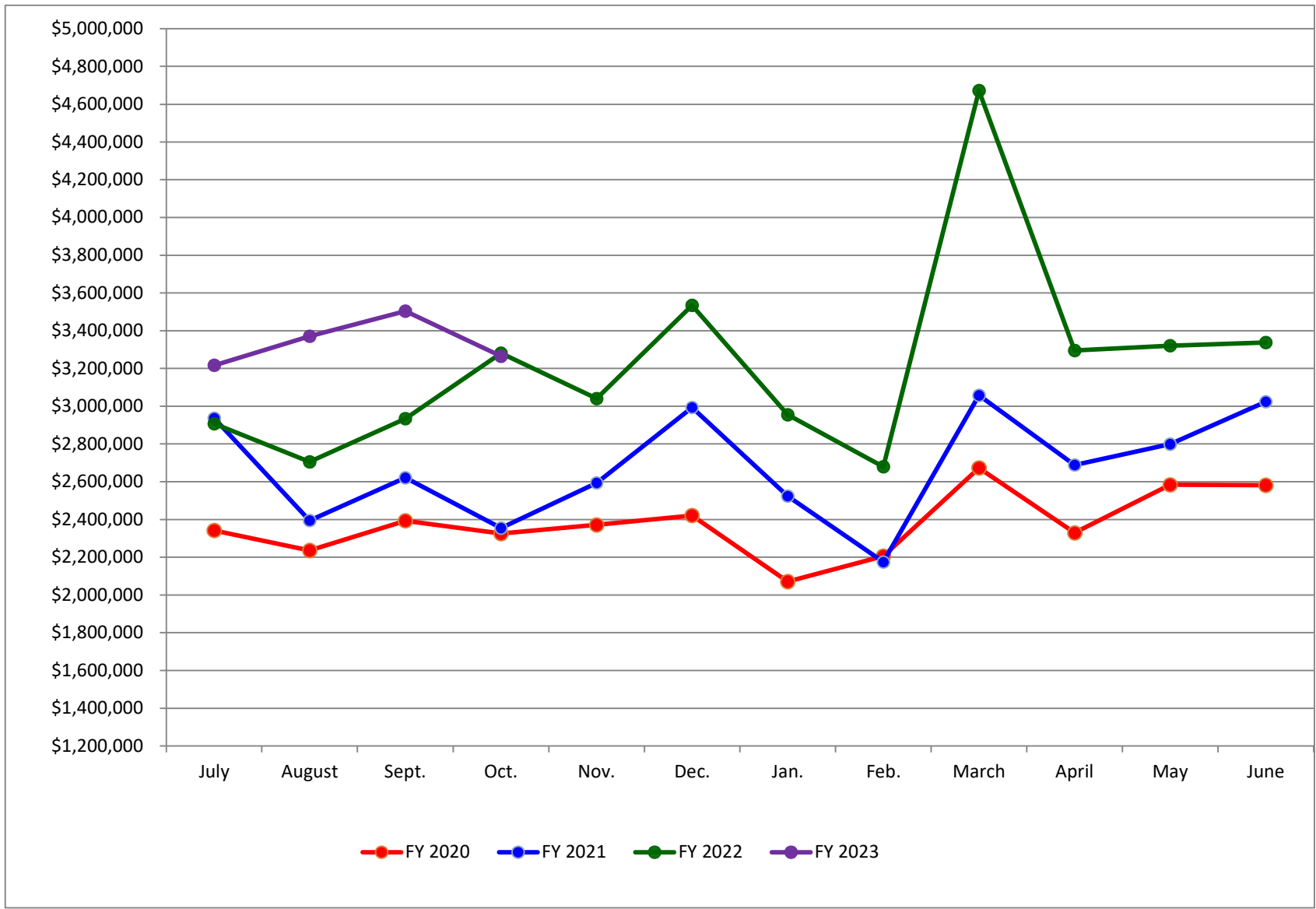
December		
2023	\$	72,533,969
2022	\$	70,358,458
2021	\$	69,402,443
2020	\$	70,028,660



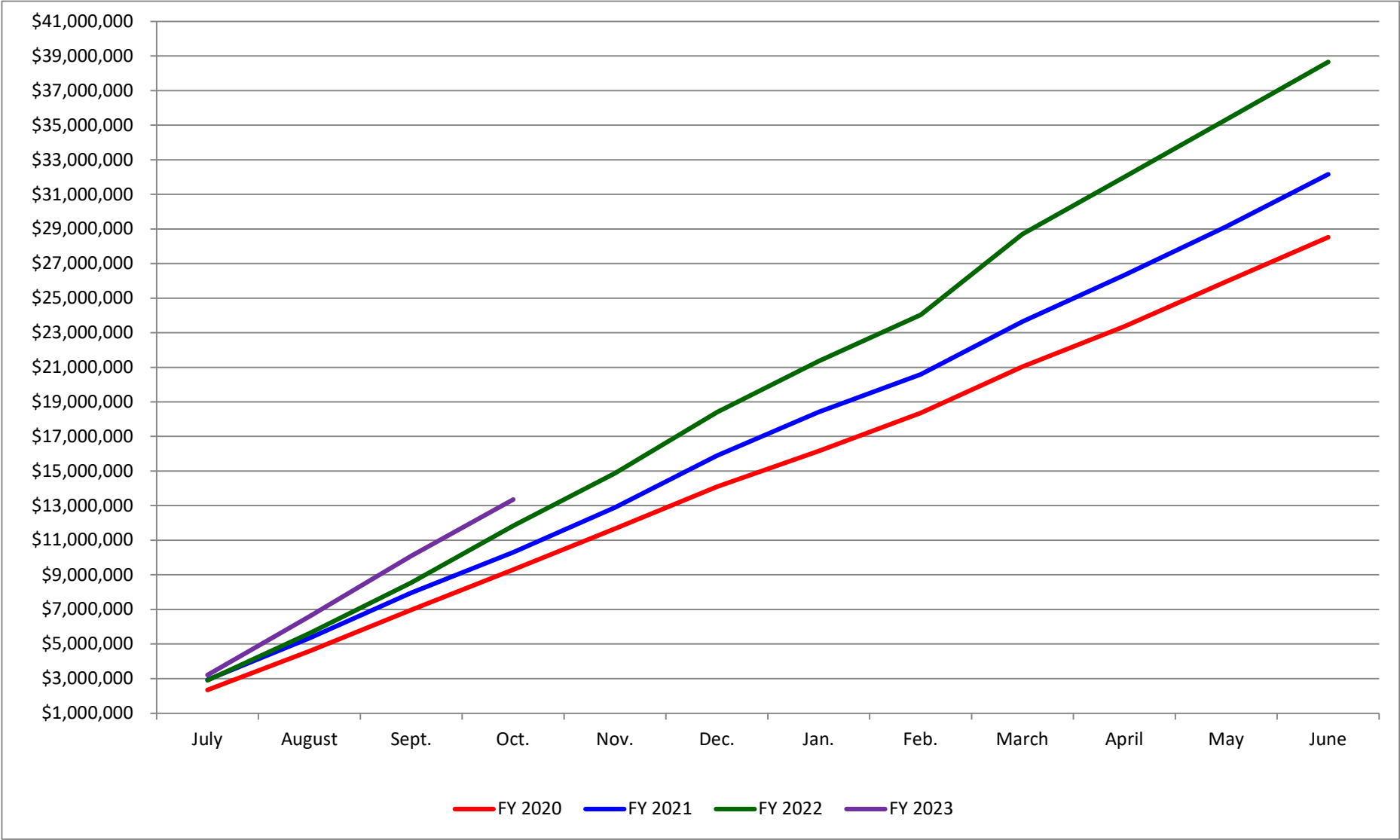
**ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2020 - 2023**

MONTHLY SALES TAX COMPARISONS

October	
2023	\$ 3,264,766
2022	\$ 3,281,637
2021	\$ 2,354,241
2020	\$ 2,324,671



October	
2023	\$ 13,356,945
2022	\$ 11,828,100
2021	\$ 10,306,532
2020	\$ 9,295,800



ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE



130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Sarah Pack, Clerk to the Board
DATE: 2/20/23
SUBJECT: Closed Session

The Board is asked to convene in Closed Session pursuant to NCGS 143-318.11(a)(1) to consider approval of the minutes of the Closed Session held on February 6, 2023, as described by NCGS 143-318.10(e) providing that minutes or an account of a closed session may be withheld from public inspection so long as public inspection would frustrate the purpose of a closed session, and pursuant to NCGS 143-318.11(a)(1) to prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132-1.7(5) of the General Statutes.